



1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490  
(619) 231-1466 • FAX (619) 234-3407

## Agenda

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

April 2, 2020

9:00 a.m.

*\*Meeting will be held via webinar/teleconference\**

To request an agenda in an alternative format or to request accommodations to facilitate meeting participation, please call the Clerk of the Board at least two working days prior to the meeting. Meeting webinar/teleconference instructions can be accessed at the following link:

<https://www.sdmts.com/about-mts-meetings-and-agendas/executive-committee>

#### ACTION RECOMMENDED

- |    |   |               |
|----|---|---------------|
| A. | ROLL CALL   |               |
| B. | <a href="#">APPROVAL OF MINUTES – March 5, 2020</a>   | Approve       |
| C. | COMMITTEE DISCUSSION ITEMS  |               |
| 1. | <a href="#">Minibus and Americans with Disabilities Act (ADA) Paratransit Fixed Route Services – Contract Award (Sam Elmer, Mike Wygant, and Larry Marinesi)</a><br>Action would forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0703.0-19 in the amount of \$333,398,821.18 with First Transit, Inc. for the provision of Minibus fixed route and ADA Paratransit services for a six (6) year base period with two 2-year option terms to be exercised at the CEO's discretion. | Approve       |
| 2. | <a href="#">America Plaza/Santa Fe Depot Station Area Connection Project – Design Effort Updates (Peter Casellini)</a>  | Informational |
| 3. | <a href="#">COVID-19 Update (Paul Jablonski)</a>  | Informational |
| D. | <a href="#">REVIEW OF DRAFT April 16, 2020 MTS BOARD AGENDA</a>   |               |

Please SILENCE electronics  
during the meeting

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Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS is the taxicab administrator for seven cities.

MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.



- |    |  |                    |
|----|--|--------------------|
| E. | <u>REVIEW OF SANDAG TRANSPORTATION COMMITTEE AGENDA</u><br>Review of SANDAG Transportation Committee Agenda and discussion regarding any items pertaining to MTS, San Diego Transit Corporation, or San Diego Trolley, Inc. Relevant excerpts will be provided during the meeting. | Possible<br>Action |
| F. | COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS   |                    |
| G  | <a href="#">PUBLIC COMMENTS</a>  |                    |
| H. | NEXT MEETING DATE: May 7, 2020   |                    |
| I. | ADJOURNMENT  |                    |

MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM  
EXECUTIVE COMMITTEE  
1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101

March 5, 2020

## MINUTES

[Clerk's note: Except where noted, public, staff and board member comments are paraphrased].

### A. ROLL CALL

Chair Fletcher called the Executive Committee meeting to order at 9:04 a.m. A roll call sheet listing Executive Committee member attendance is attached.

### B. APPROVAL OF MINUTES

Ms. Salas moved for approval of the minutes of the January 9, 2020, MTS Executive Committee meeting. Ms. Sotelo-Solis seconded the motion, and the vote was 5 to 0 in favor.

### C. COMMITTEE DISCUSSION ITEMS

#### 1. Quarterly Mid-Coast Corridor Transit Project Update (John Dorow of SANDAG)

John Dorow of SANDAG provided a presentation on the Quarterly Mid-Coast Corridor Transit Project Update. He reviewed the project alignment; construction progress; Disadvantaged Business Enterprise (DBE) utilization; and construction schedule. Mr. Dorow provided a construction update and presented photos of ongoing construction. He reviewed the Light Rail Vehicle purchase status; public involvement details; accomplishments from the last quarter; and next steps going forward.

Chair Fletcher noted that the VA Medical Station has undergone some design changes. He stated that staff has worked with Veterans Affairs to come up with a new design, and the new updates will be provided to the Executive Committee for review at a future meeting.

Ms. Montgomery asked if the VA Station would have additional Americans with Disabilities Act (ADA) features or standard features. Mr. Dorow stated that the ADA features will be standard at this station. He also noted that the station is at grade with the VA Hospital, so it will be easier to access the station and the building for all visitors.

#### Action Taken

No action taken. Informational item only.

#### 2. Minibus and Americans with Disabilities Act (ADA) Paratransit Fixed Route Services – Contract Award (Sam Elmer, Jay Washburn, and Larry Marinesi)

Jay Washburn, Manager of Paratransit and Minibus; Sam Elmer, Manager of Procurement; and Larry Marinesi, Chief Financial Officer, provided a presentation on the

Minibus and ADA Paratransit Fixed Route Services Contract Award. Mr. Washburn provided a brief background on MTS's paratransit bus service and minibus operations. He reviewed the current contract details with First Transit, and the current contract highlights. Mr. Washburn discussed the new contract enhancement details. Mr. Elmer continued the presentation and reviewed the procurement process for the new contract. Mr. Marinesi reviewed the cost analysis and details of the cost proposal for the contract.

Vice Chair Sotelo-Solis noted that she is the Chair of the MTS Accessible Services Advisory Committee (ASAC) and asked about the feedback process from ASAC regarding the operations of these services. Mr. Washburn replied that staff consistently checks in with ASAC members and riders regarding these services. Vice Chair Sotelo-Solis stated that she would like to have the ASAC members review the contract before final Board approval.

Ms. Salas commented that this type of procurement approval is for the purchase of assets, rather than the type of service the contractor provides. She stated that the approval could still move forward without input from ASAC members as the service and interaction policies could be addressed during the contract itself.

Vice Chair Sotelo-Solis stated that she would still prefer to have the ASAC members review the contract before final Board approval.

The Executive Committee directed staff to hold this item until April, in order for ASAC to review the contract.

#### Action Taken

No action taken.

3. Palm Avenue Trolley Station Transit Oriented Development (Tim Allison and Sharon Cooney)

Tim Allison, Manager of Real Estate Assets, provided a presentation on the Palm Avenue Trolley Station Transit Oriented Development (TOD). He introduced the representatives from National CORE and Malick Infill Corporation. Mr. Allison reviewed the details of the Palm Avenue Station site and regional proximity information. He noted that National CORE and Malick Infill Corporation were granted an exclusive negotiating agreement in August 2019 for this site. The representatives from National CORE and Malick Infill Corporation continued the presentation. They reviewed details of their original development proposal compared to the revised development proposal. The revised proposal for the site will have a 163% increase in density compared to the original proposal. They also reviewed the project details related to parking and entitlement processes. Lastly, Mr. Allison noted the next steps which include discussing land-use issues with the City and Council District 8; conducting a financial and best-use analysis; and continuing briefing the Executive Committee on the project status.

Ms. Salas commented that she is concerned with the lack of recreational activities offered for the children living at this site. The developers stated that the development will have multiple recreation options for children including community rooms, after school activities, tot lots, outdoor activity green spaces, and a childcare facility.

Ms. Cooney noted that staff will bring back the proposal to the Executive Committee once pricing information and potential grant information has been identified.

Vice Chair Sotelo-Solis asked if this development would have an ongoing revenue source for MTS. Ms. Cooney replied that we do not have that information yet, but staff will provide pricing proposals and revenue proposals once available.

The Executive Committee directed for this item to be brought to the full Board for further discussion at a future meeting.

Action Taken

No action taken.

4. El Cajon Transit Center Transit Oriented Development (Tim Allison and Sharon Cooney)

Mr. Allison provided a presentation on the El Cajon Transit Center Joint Development proposal. Mr. Allison reviewed the details of the El Cajon Transit Center site. He reviewed the memorandum of understanding details for the City of El Cajon and MTS in relation to the site planning and development. Paul Marra, with Keyser Marston Associates, continued the presentation and discussed the development feasibility study for this site. He discussed the different project options and descriptions; residual land value; cost assumptions; market rent projections; and achievable ground rent. Mr. Allison asked for questions and feedback from the Executive Committee.

Chair Fletcher stated that he wants to ensure MTS riders will still have access to parking spots at this station. He noted that there are many MTS customers who drive to the El Cajon Station and will require parking options.

Ms. Salas asked if the two separate portions of the site would be included in the Request for Proposals for development. Mr. Allison stated that the intent is to include both portions of the site.

Ms. Montgomery stated that she likes the idea of developing inclusionary housing at this site. She said that the purpose of affordable housing is to provide families the opportunities to thrive.

Action Taken

No action taken.

D. REVIEW OF DRAFT March 19, 2020 BOARD AGENDA

Recommended Consent Items

6. Property Insurance Renewal

7. Middletown – Switch 9 and 11 Construction Management Services – Work Order  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order No. WOA2017-CM05 to MTS Doc. No. G2017.0-17 with Jacobs Engineering Group, Inc. for the Middletown - Switch 9 and 11 Construction Management Services.
8. Douglas Fir Railroad Wood Ties – Contract Award  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1526.0-20, with Gemini Forest Products (“Gemini”), for Douglas Fir Railroad Wood Ties as detailed in the scope of work, in the amount of \$140,893.24, effective April 1, 2020.
9. Task Order Contract Approval to Provide Design Services for South Bay Maintenance Facility (SBMF) Electric Bus Concept Layouts  
Action would authorize the Chief Executive Officer (CEO) to execute Work Order WOA2075-AE-50 to MTS Doc. No. G2075.0-18 with Dokken Engineering (Dokken) in the amount of \$328,320.14 to provide design services for the SBF Electric Bus Concept Layouts.
10. Fare Media Retail Network – Contract Award  
Action would authorize the Chief Executive Officer (CEO) to include in MTS Doc No. G2287.0-19, with Ready Credit Corporation (RCC), items from their original proposal that were not previously presented to the Board of Directors. The total amount of these items will not exceed \$196,000 for the design and integration services and \$3,962,000 for the card fees, over a 20 year term.
11. Hill Street Slope Repair Construction Services – Change Orders 1 – 9  
Action would: (1) Ratify Construction Change Orders 1 - 6 to MTS Doc. No. PWL246.0-18 for \$18,555.78, which was previously issued under the Chief Executive Officer’s (CEO) authority, for the Hill Street Slope Repair adjacent to Hill Street in El Cajon along the MTS’s Orange Line; and (2) Authorize the CEO to approve Change Orders to MTS Document No. PWL246.0-18 - Change Orders 7 - 9, with Hazard Construction Company for \$251,543.69
12. Fire Extinguisher Maintenance and As-Needed Repairs – Contract Award  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. PWG308.0-20, to Fire Service Corp, for the provision of fire extinguisher maintenance and as-needed repair services for a period of five years in the amount of \$184,758.01.

E. REVIEW OF SANDAG TRANSPORTATION COMMITTEE AGENDA

Sharon Cooney commented that the SANDAG Transportation Committee will have an item that discusses ferry operations. She noted that we fund ferry service with Transportation Development Act (TDA) funds. Ms. Cooney noted that the ferry contracts its operations with Flagship to operate the service. She stated that we provide about \$277,000 of funding per year for this service.

F. COMMITTEE MEMBER COMMUNICATIONS AND OTHER BUSINESS

There were no Committee Member Communications.

Executive Committee Meeting – MINUTES

March 5, 2020

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G. PUBLIC COMMENTS

There were no Public Comments.

H. NEXT MEETING DATE

The next Executive Committee meeting is scheduled for April 2, 2020 at 9:00 a.m.

I. ADJOURNMENT

Chair Fletcher adjourned the meeting at 10:24 a.m.

/s/ Nathan Fletcher

Chairperson

Attachment: Roll Call Sheet

**EXECUTIVE COMMITTEE**  
**SAN DIEGO METROPOLITAN TRANSIT SYSTEM**

ROLL CALL

MEETING OF (DATE) March 5, 2020

CALL TO ORDER (TIME) 9:04 a.m.

RECESS \_\_\_\_\_

RECONVENE \_\_\_\_\_

CLOSED SESSION \_\_\_\_\_

RECONVENE \_\_\_\_\_

ADJOURN 10:24 a.m.

BOARD MEMBER				(Alternate)	PRESENT (TIME ARRIVED)	ABSENT (TIME LEFT)
ARAMBULA	<input checked="" type="checkbox"/>	(Hall)	<input type="checkbox"/>		9:00 a.m.	10:24 a.m.
FLETCHER (Chair)	<input checked="" type="checkbox"/>	(Cox)	<input type="checkbox"/>		9:04 a.m.	10:24 a.m.
SALAS	<input checked="" type="checkbox"/>	(Sandke)	<input type="checkbox"/>		9:00 a.m.	10:24 a.m.
SOTELO-SOLIS	<input checked="" type="checkbox"/>	(Vice Chair – no alternate)			9:00 a.m.	10:24 a.m.
WARD	<input type="checkbox"/>	(Montgomery)	<input checked="" type="checkbox"/>		9:00 a.m.	10:24 a.m.

SIGNED BY THE CLERK OF THE BOARD:

Julia Turner

CONFIRMED BY THE GENERAL COUNSEL:

Patricia





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## Agenda Item No. C1

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

April 2, 2020

#### SUBJECT:

MINIBUS AND AMERICANS WITH DISABILITIES ACT (ADA) PARATRANSIT FIXED ROUTE SERVICES - CONTRACT AWARD (SAM ELMER, MIKE WYGANT, AND LARRY MARINESI)

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Executive Committee forward a recommendation to the Board of Directors to authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. B0703.0-19 (in substantially the same format as Attachment A) in the amount of \$333,398,821.18 with First Transit, Inc. for the provision of Minibus fixed route and ADA Paratransit services for a six (6) year base period with two 2-year option terms to be exercised at the CEO's discretion.

#### Budget Impact

The total estimated cost of this agreement would not exceed \$333,398,821.18 as reflected below. The project will be funded from the operating budget cost centers: 850012-581100, 850012-582100, 850012-581110, 850012-581120, 835012-581100, 835012-582100, and 875012-581100.

Term	Minibus & ADA Para (Fixed Costs)	ADA Para (Variables)	Minibus (Variables)	TOTAL
Base Year 1 (4/1/20 – 6/30/21)	\$3,410,245.14	\$17,555,201.90	\$4,864,914.27	\$25,830,361.31
Base Year 2 (7/1/21 – 6/30/22)	\$3,485,386.72	\$18,639,278.57	\$5,346,369.50	\$27,471,034.79
Base Year 3 (7/1/22 – 6/30/23)	\$3,637,945.86	\$19,747,133.05	\$5,760,440.03	\$29,145,518.94
Base Year 4 (7/1/23 – 6/30/24)	\$3,786,568.29	\$20,777,856.64	\$6,118,896.75	\$30,683,321.68
Base Year 5 (7/1/24 – 6/30/25)	\$3,944,798.37	\$21,852,019.55	\$6,534,852.51	\$32,331,670.43
Base Year 6 (7/1/25 – 6/30/26)	\$4,045,472.38	\$23,199,910.25	\$6,638,581.88	\$33,883,964.51
<b>Subtotal (Base Period):</b>	<b>\$22,310,416.76</b>	<b>\$121,771,399.96</b>	<b>\$35,264,054.96</b>	<b>\$179,345,871.66</b>



Option Yr. I (Year 7) (7/1/26 – 6/30/27)	\$4,228,869.55	\$24,450,955.76	\$7,031,221.56	\$35,711,046.87
Option Yr. I (Year 8) (7/1/26 – 6/30/28)	\$4,405,151.74	\$25,681,227.98	\$7,390,211.65	\$37,476,591.37
Option Yr. II (Year 9) (7/1/28 – 6/30/29)	\$4,592,985.60	\$26,962,445.82	\$7,828,687.95	\$39,384,119.37
Option Yr. II (Year 10) (7/1/29 – 6/30/30)	\$4,792,501.15	\$28,316,837.77	\$8,371,852.99	\$41,481,191.91
<i>Subtotal (Option Period):</i>	<i>\$18,019,508.04</i>	<i>\$105,411,467.33</i>	<i>\$30,621,974.15</i>	<i>\$154,052,949.52</i>
<b>Grand Total (Base and Options):</b>	<b>\$40,329,924.80</b>	<b>\$227,182,867.27</b>	<b>\$65,886,029.11</b>	<b>\$333,398,821.18</b>

## DISCUSSION:

MTS Access is MTS's ADA Paratransit Service Operation that is required to comply with 49CFR, Part 37, Subpart F – Paratransit as a complement to the Fixed Route services. Section 37.121 requires public entities operating a fixed route system to provide Paratransit services to individuals with disabilities. Access service is required to be comparable to the level of service provided to individuals without disabilities and rides are to be provided within a  $\frac{3}{4}$  mile radius of all fixed route trolley and bus stops. Access is required to provide transportation services to qualified individuals to any destination within the federally mandated service area during the same days and hours that Fixed Route service operates.

Access service is currently provided with 147 minibus vehicles, with some trips subcontracted to a local taxi provider. MTS owns the paratransit vehicles but contracts out the operation for the service. In FY19, Access provided over 492,000 trips to qualified individuals.

Numerous enhancements have been made to the Access service program since the current contract was bid and executed, including converting the fleet to propane, establishing a revised eligibility screening program, allowing clients to book by either pick-up time or appointment time, adding taxi service as a supplement to operations and improved on-time performance.

MTS Minibus is standard fixed route service that is operated with smaller vehicles to decrease operating costs on routes that are determined to be beneficial to the public but have a lower ridership total. MTS operates 21 routes under this model. MTS currently owns 37 buses that are used for these routes and operated out of the same location and with the same contractor as the MTS Access program. Four (4) of these buses are used for the Sorrento Valley Coaster (SVC) Connection shuttles that provide transportation to and from the SVC station and area businesses. Two (2) vehicles are used to provide shuttle service to and from the SVC station and University of California San Diego (UCSD) campus.

### Procurement Process

On May 22, 2019, staff released a Request for Proposals (RFP) MTS Doc. No. B0703.0-19 to solicit offers from qualified firms for Minibus and ADA Paratransit services. A total of three (3) proposals were received from:

1. First Transit, Inc.
2. MV Transportation, Inc.
3. National Express Transit Corp.

All submissions were deemed responsive and responsible. A selection committee consisting of staff from the Minibus and ADA Paratransit Operations, Bus Administration and Contract Services, and Finance departments evaluated the proposals based on the following criterion:

Pass/Fail Criteria to include:

- a. Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of insurability should be attached to the proposal;
- b. Proposer has demonstrated at least five (5) years of relevant experience. Experience is relevant if it falls within a category in the Scope of Work;
- c. Proposer has demonstrated previous total turnkey Paratransit and Minibus experience working for or with public agencies, transit entities, or corporations; and
- d. Proposer must have five (5) years' experience managing a call center and Trapeze scheduling function which handles in excess of 30,000 calls per month.

#	PROPOSAL EVALUATION CRITERIA	SCORE (in %)
1	Qualifications/Operational Experience and Capacity of Firm	5%
2	Key Personnel	10%
3	Facility and Vehicle Maintenance	15%
4	Customer Service	10%
5	Start-Up/Mobilization and Implementation Plan	5%
6	Safety and Training Plan	10%
7	Innovation	5%
8	10% Bidding Preference	15%
9	Utilization of Cost-Effective Alternative Modes of Transportation	10%
10	Cost and Price	15%
<b>Total:</b>		<b>100%</b>

MTS used an evaluation scale system for rating proposals against the evaluation factors identified above. For technical and cost proposals, the appropriate evaluation rating would be assigned to each evaluation factor consistent with the narrative evaluation of strengths, weaknesses, and risks.

After the initial evaluation of the proposals, the selection committee determined it would be in its best interest to interview two proposers (First Transit and MV Transportation) and to request technical clarifications and additional cost detail information to better analyze the proposals. After interviews and clarifications, the selection committee determined that First Transit represented the highest technical score and best offer to MTS after considering both price and technical factors.

Following the interviews and clarifications, MTS requested First Transit submit a revised proposal. The revised proposal was received on December 3, 2019. After evaluation and further cost analysis of the revised proposal, the selection committee entered into negotiations with First Transit and requested supplementary clarifications specific to its cost proposal. Upon conclusion of the negotiations, First Transit provided its Best and Final Offer (BAFO), which was received on January 20, 2020. A subsequent follow up to the BAFO was received on February 4, 2020.

The table below shows the total proposed costs and final scores:

PROPOSER NAME	PROPOSED COST	TOTAL AVG. TECH. SCORE (max 70%)	COST SCORE (max 15%)	TOTAL SCORE (Tech + Cost)	RANKING
First Transit, Inc.	\$333,398,821.18	68.55	15.00	<b>83.55</b>	1
MV Transportation, Inc.	\$361,295,102.06	57.90	14.28	<b>72.18</b>	2
National Express Transit Corp.	\$402,529,530.51	49.60	13.28	<b>62.88</b>	3

Based on the selection committee's evaluation of the technical proposal, discussions and negotiations, and extensive analysis of price, MTS staff has determined that First Transit presented the best overall value, its proposed pricing is deemed fair and reasonable, and has provided a very competitive proposal that meets MTS's requirements as outlined in the RFP. Staff was able to reduce First Transit's price proposal by \$23,086,519.23 (or roughly 6.5%) from the original price of \$356,485,340.41 to a revised price of \$333,398,821.18.

The contract includes fixed costs related to management salary, equipment depreciation, insurance costs, and required IT equipment, and variable costs (cost per revenue mile for Access and per revenue hour for Minibus) related to the amount of transit service that is provided. The not to exceed contract amounts are based on budget assumptions for service over the 10 year term. If service volumes increase, staff will return to the Board for additional funding consistent with Board Policy No. 41.

At the direction of the Executive Committee, MTS solicited feedback from members of MTS's Accessible Services Committee (ASAC) regarding the proposed contract award to First Transit, and any experiences they have had working with First Transit on the current contract. No objections to the proposed contract award were communicated. The comments received from ASAC members are attached as Attachment C.

Therefore, staff is requesting that the MTS Executive Committee forward a recommendation to the Board of Directors to authorize the CEO to execute MTS Doc. No. B0703.0-19 (in substantially the same format as Attachment A) in the amount of \$333,398,821.18 with First Transit, Inc. for the provision of Minibus fixed route and ADA Paratransit services for a six (6) year base period with two 2-year option terms to be exercised at the CEO's discretion.

/s/ Paul C. Jablonski  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Draft MTS Doc. No. B0703.0-19  
B. Cost Summary  
C. ASAC feedback

## STANDARD SERVICES AGREEMENT

B0703.0-19  
CONTRACT NUMBER

DRAFT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, in the state of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following contractor, hereinafter referred to as "Contractor":

Name: First Transit, Inc. Address: 600 Vine Street, Suite 1400

Form of Business: Corporation Cincinnati, OH 45202  
(Corporation, partnership, sole proprietor, etc.)

Telephone: 513-241-2200 Email: [bradley.thomas@firstgroup.com](mailto:bradley.thomas@firstgroup.com)

Authorized person to sign contracts: Bradley A. Thomas President  
Name Title

The attached Standard Conditions are part of this agreement. The Contractor agrees to furnish to MTS services and materials, as follows:

Provide Minibus and Americans with Disabilities Act (ADA) Paratransit Fixed Route Services as set forth in the MTS Scope of Work (attached as Exhibit A), First Transit's Proposal (attached as Exhibit B), in accordance with the Standard Services Agreement, including Standard Conditions Services (attached as Exhibit C), Federal Requirements, and Signed MTS Forms (attached as Exhibit D).

The contract term is for up to a 10-year period (6-year base with two 2-year options, exercisable at MTS's sole discretion). Base period shall be effective April 16, 2020, through June 30, 2026, and Option Years I shall be effective July 1, 2026 through June 30, 2028, and Option Years II shall be effective July 1, 2028 through June 30, 2030, if exercised by MTS. Payment terms shall be net 30 days from invoice date.

The total contract cost shall not exceed \$179,345,871.66 for the base period and \$154,052,949.52 for the option years, if exercised, for a total of **\$333,398,821.18** without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CONTRACTOR AUTHORIZATION
By: _____ Chief Executive Officer	Firm: _____
Approved as to form:	By: _____ Signature
By: _____ Office of General Counsel	Title: _____

COST SUMMARY

MINIBUS AND ADA PARATANSIT FIXED ROUTE SERVICES  
MTS DOC. NO. B0703.0-19

TERM	FIRST TRANSIT				MV TRANSPORTATION				NATIONAL EXPRESS TRANSIT			
	MINIBUS & ADA PARA	ADA PARA	MINIBUS	TOTAL	MINIBUS & ADA PARA	ADA PARA	MINIBUS	TOTAL	MINIBUS & ADA PARA	ADA PARA	MINIBUS	TOTAL
	(Fixed Costs)	(Variable Costs)	(Variable Costs)		(Fixed Costs)	(Variable Costs)	(Variable Costs)		(Fixed Costs)	(Variable Costs)	(Variable Costs)	
Base Year 1 (4/1/20 - 6/30/21)	\$ 3,410,245.14	\$ 17,555,201.90	\$ 4,864,914.27	\$ 25,830,361.31	\$ 6,375,889.63	\$ 18,139,217.32	\$ 5,685,641.22	\$ 30,200,748.17	\$ 4,154,834.69	\$ 20,392,050.35	\$ 5,517,010.76	\$ 30,063,895.80
Base Year 2 (7/1/21 - 6/30/22)	\$ 3,485,386.72	\$ 18,639,278.57	\$ 5,346,369.50	\$ 27,471,034.79	\$ 5,886,094.78	\$ 18,984,997.74	\$ 5,918,516.29	\$ 30,789,608.81	\$ 4,301,227.68	\$ 21,603,524.36	\$ 5,852,733.35	\$ 31,757,485.39
Base Year 3 (7/1/22 - 6/30/23)	\$ 3,637,945.86	\$ 19,747,133.05	\$ 5,760,440.03	\$ 29,145,518.94	\$ 6,026,183.83	\$ 19,722,772.34	\$ 6,132,803.69	\$ 31,881,759.86	\$ 4,478,476.52	\$ 23,039,109.51	\$ 6,264,501.65	\$ 33,782,087.68
Base Year 4 (7/1/23 - 6/30/24)	\$ 3,786,568.29	\$ 20,777,856.64	\$ 6,118,896.75	\$ 30,683,321.68	\$ 6,155,064.63	\$ 20,755,214.51	\$ 6,440,795.38	\$ 33,351,074.52	\$ 4,644,485.87	\$ 24,559,940.25	\$ 6,701,201.06	\$ 35,905,627.18
Base Year 5 (7/1/24 - 6/30/25)	\$ 3,944,798.37	\$ 21,852,019.55	\$ 6,534,852.51	\$ 32,331,670.43	\$ 6,314,538.32	\$ 21,655,582.40	\$ 6,685,654.35	\$ 34,655,775.07	\$ 4,838,419.11	\$ 26,203,019.12	\$ 7,175,960.03	\$ 38,217,398.26
Base Year 6 (7/1/25 - 6/30/26)	\$ 4,045,472.38	\$ 23,199,910.25	\$ 6,638,581.88	\$ 33,883,964.51	\$ 6,535,194.49	\$ 22,781,485.40	\$ 7,021,185.10	\$ 36,337,864.99	\$ 4,967,000.66	\$ 28,003,428.68	\$ 7,701,023.31	\$ 40,671,452.65
Subtotal (Base Period):	\$ 22,310,416.76	\$ 121,771,399.96	\$ 35,264,054.94	\$ 179,345,871.66	\$ 37,292,965.68	\$ 122,039,269.71	\$ 37,884,596.03	\$ 197,216,831.42	\$ 27,384,444.53	\$ 143,801,072.27	\$ 39,212,430.16	\$ 210,397,946.96
Option Yr. I (Year 7) (7/1/26 - 6/30/27)	\$ 4,228,869.55	\$ 24,450,955.76	\$ 7,031,221.56	\$ 35,711,046.87	\$ 6,708,802.60	\$ 23,868,871.19	\$ 7,334,973.22	\$ 37,912,647.01	\$ 5,180,589.59	\$ 29,881,766.83	\$ 8,246,981.91	\$ 43,309,338.33
Option Yr. I (Year 8) (7/1/27 - 6/30/28)	\$ 4,405,151.74	\$ 25,681,227.98	\$ 7,390,211.65	\$ 37,476,591.37	\$ 6,861,727.16	\$ 25,361,214.72	\$ 7,811,607.68	\$ 40,034,549.56	\$ 5,405,499.03	\$ 31,903,900.88	\$ 8,837,408.95	\$ 46,146,808.86
Option Yr. II (Year 9) (7/1/28 - 6/30/29)	\$ 4,592,985.60	\$ 26,962,445.82	\$ 7,828,687.95	\$ 39,384,119.37	\$ 7,015,344.73	\$ 26,410,848.37	\$ 8,095,725.21	\$ 41,521,918.31	\$ 5,641,782.42	\$ 34,067,824.08	\$ 9,471,106.36	\$ 49,180,712.86
Option Year II (Year 10) (7/1/29 - 6/30/30)	\$ 4,792,501.15	\$ 28,316,837.77	\$ 8,371,852.99	\$ 41,481,191.91	\$ 7,217,241.93	\$ 27,780,722.64	\$ 8,507,670.58	\$ 43,505,635.15	\$ 5,890,097.74	\$ 36,383,598.89	\$ 10,151,318.05	\$ 52,425,014.68
Subtotal (Option Period):	\$ 18,019,508.04	\$ 105,411,467.33	\$ 30,621,974.15	\$ 154,052,949.52	\$ 27,803,116.42	\$ 103,421,656.92	\$ 31,749,976.69	\$ 162,974,750.03	\$ 22,117,968.78	\$ 132,237,090.68	\$ 36,706,815.27	\$ 191,061,874.73
Mobilization Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 779,317.87	\$ 324,202.74	\$ 1,103,520.61	\$ -	\$ 780,887.44	\$ 288,821.38	\$ 1,069,708.82
GRAND TOTAL (BASE & OPTIONS):	\$ 40,329,924.80	\$ 227,182,867.29	\$ 65,886,029.09	\$ 333,398,821.18	\$ 65,096,082.10	\$ 226,240,244.50	\$ 69,958,775.46	\$ 361,295,102.06	\$ 49,502,413.31	\$ 276,819,050.39	\$ 76,208,066.81	\$ 402,529,530.51

**GRAND TOTAL SUMMARY  
(FORMS A - C)**

**MINIBUS ADA PARATRANSIT FIXED ROUTE SERVICES RFP, MTS DOC. No. B0703.0-19**

<b>Cost Proposal Forms A - Fixed Costs - ADA PARA &amp; MINIBUS</b>			
	<b>First Transit</b>	<b>MV Transportation</b>	<b>National Express Transit</b>
Total - Base Period:	\$ 22,310,416.76	\$ 37,292,965.68	\$ 27,384,444.53
Total - Option Period:	\$ 18,019,508.05	\$ 27,803,116.42	\$ 22,117,968.78
<b>Grand Total:</b>	<b>\$ 40,329,924.81</b>	<b>\$ 65,096,082.10</b>	<b>\$ 49,502,413.31</b>

<b>Cost Proposal Forms B - PARA - Variables only</b>			
	<b>First Transit</b>	<b>MV Transportation</b>	<b>National Express Transit</b>
Total - Mobilization Cost:	\$ -	\$ 779,317.87	\$ 780,887.44
Total - Base Period:	\$ 121,771,399.95	\$ 122,039,269.71	\$ 143,801,072.27
Total - Option Period:	\$ 105,411,467.31	\$ 103,421,656.92	\$ 132,237,090.68
<b>Grand Total:</b>	<b>\$ 227,182,867.26</b>	<b>\$ 226,240,244.50</b>	<b>\$ 276,819,050.39</b>

<b>Cost Proposal Forms C - MINIBUS/SVCC - Variables only</b>			
	<b>First Transit</b>	<b>MV Transportation</b>	<b>National Express Transit</b>
Total - Mobilization Cost:	\$ -	\$ 324,202.74	\$ 288,821.38
Total - Base Period:	\$ 35,264,054.96	\$ 37,884,596.03	\$ 39,212,430.16
Total - Option Period:	\$ 30,621,974.15	\$ 31,749,976.69	\$ 36,706,815.27
<b>Grand Total:</b>	<b>\$ 65,886,029.11</b>	<b>\$ 69,958,775.46</b>	<b>\$ 76,208,066.81</b>

<b>Cost per Revenue Mile*:</b>	<b>\$ 4.78</b>	<b>\$ 5.10</b>	<b>\$ 5.53</b>
<b>Cost per Revenue Hour**:</b>	<b>\$ 55.21</b>	<b>\$ 60.10</b>	<b>\$ 65.22</b>

<b>GRAND TOTAL (Forms A-C):</b>	<b>\$ 333,398,821.18</b>	<b>\$ 361,295,102.06</b>	<b>\$ 402,529,530.51</b>
---------------------------------	--------------------------	--------------------------	--------------------------

\* Cost per revenue mile for Paratransit Service

\*\* Cost per revenue hour for Minibus Service



## Feedback received from ASAC members:

Marissa Lucero, M.A., COMS  
Orientation and Mobility Specialist  
San Diego Center for the Blind & Vision Impaired

*Based off my client's comments and my own experience while traveling with clients:*

- *Pick-up's are timely and accurate*
- *Drivers have been friendly and offered valuable information/suggestions*
- *Phone calls and wait times for scheduling have been professional and timely*
- *Some clients have had challenges with pick-up window times and drop-off times not matching well with their schedule*  
*Staff note: Per FTA standards we have a window to offer pick-up times. 1 hour before or after requested time.*
- *Drop-off times taking between 1-2 hours at peak which can be difficult for someone who may need to use the restroom more frequently than others*
- *Staff note: FTA states ride time are to be comparable to fixed route so if fixed route ride would be 1 hour that Access has up to one hour to drop off client*

---

Callie Anderson  
Project Manager  
Medical Transportation Management, Inc.

*I am very pleased to have worked with First Transit regularly. All that I have interacted with have been respectful, positive, resourceful, and efficient.*

---

Sharlene Ornelas  
President  
Blind Community Center of San Diego

*The one change First Transit made that has lessened satisfaction with the service is, if a patron needs to find detailed trip information like arrival time, or pass on pertinent information to a driver, they are connected with reservation instead of dispatch. Reservations only see what the computer shows as expected arrival based on computer information. Special situations like taking longer than normal time to board an individual because they needed to use the restroom. If a passenger can talk to dispatch, the dispatch operator can ask the driver for their ETA. This provides much more accurate information. If I need to let dispatch know if there is an unforeseen and not avoidable delay getting to the vehicle, reservations doesn't appear to pass on the information. I might need to let the driver that I can't see them arrive and need to receive phone contact. The auto alerts don't always happen and are often way off from actual time.*



*There are times when no alert is received, the alert comes after I've been on-board for some time or 15-20 minutes before the vehicle arrives.*

*Staff note: There are only 3 dispatchers and their primary role is communicating to drivers. Reservationists handle calls from the public*

*The service overall is satisfactory. However are a couple of things to be worked on to improve service.*

*1. Drivers should have periodic reminders of "not touching people's adaptive equipment without permission and not interacting with Service Dogs".*

*2. Hearing "\_\_\_ is a wheelchair, or \_\_\_ is a wheelchair user, are both inappropriate and offensive to some. Please use \_\_\_ uses is a wheelchair or I need you to pick up \_\_\_, They use a \_\_\_ chair.*

*3. Order takers need to not assume someone is making my reservation for me. I am asked "does she use a wheelchair or walker or can she be left alone".*

*4. The front end of scooters need to be tied down. I've been told by multiple drivers "It won't move". It will move from side to side, the back end is more stable but the front does move.*

*Staff note: All above concerns have been forwarded to First Transit prior to address through employee training.*

*5. Complaints of spending an hour at the VA are exaggerations. The majority of the time the wait is 15 to 30 min. with hour and no wait happen occasionally.*

*Staff note: Reporting data also validates this not a regular issue but we investigate each claim regardless and make any necessary adjustment or amendments if a problem did exist.*



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## Agenda Item No. C2

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

April 2, 2020

#### SUBJECT:

AMERICA PLAZA/SANTA FE DEPOT STATION AREA CONNECTION PROJECT –  
DESIGN EFFORT UPDATES (PETER CASELLINI)

#### INFORMATIONAL ONLY

##### Budget Impact

Project has a design budget of approximately \$400,000, with an additional \$4,294,000 in funding for construction. All project funding to date is from MTS's successful 2018 award through the State of California's Transit and Intercity Rail Capital Program (TIRCP) and has been allocated in MTS's CIP program.

#### DISCUSSION:

Staff will present an update on the America Plaza/Santa Fe Depot Station Area Connection project and will share design concepts developed to date for Executive Committee discussion and input.

The America Plaza/Santa Fe Depot Station Area Connection project is a component of the successful 2018 MTS Transit and Intercity Rail Capital Program (TIRCP) grant award for UCSD Blue Line enhancements. This project addresses pedestrian connectivity issues in the vicinity of the America Plaza and Santa Fe Depot transit stations in the area of Kettner Boulevard in downtown San Diego, and encompasses efforts to enhance the public space connecting these two critical areas of the MTS transit network through traffic calming, pedestrian travel path enhancements, improved wayfinding, and additional public amenities such as shade trees and potentially public art.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)





## Purpose & Need

- America Plaza and Santa Fe Depot transit stations are mass transportation hubs in downtown San Diego for:
  - UC San Diego Blue Line Trolley
  - Sycuan Green Line Trolley
  - SDG&E Silver Line Downtown Loop
  - NCTD COASTER commuter rail
  - Amtrak Pacific Surfliner intercity rail
  - MTS *Rapid* 215/225/235, *Rapid Express* 280/290, and Routes 83/923/992
- These transit services generally operate as a set of co-located individual components
  - Passengers have reported stations are not intuitive and difficult to navigate
  - Connections could be improved to be more direct and convenient for users transferring between modes





# Project Area



## Goals & Objectives

- A** Redesign the interface area between stations to **promote seamless transitions between all modes** of transportation
- B** **Leverage unique historical and cultural resources** adjacent to stations for a unique human-scale public space **befitting a modern transportation gateway** into San Diego
- C** **Incorporate a modern wayfinding program** that will guide passengers to transit services and other civic amenities
- D** Future transit design will reflect cutting-edge green urban design and **create a welcoming human-scale public space** that is sensitive to surrounding built environment and climate



## Challenges and Opportunities



Traffic conditions



Pedestrian counts



Transit operations



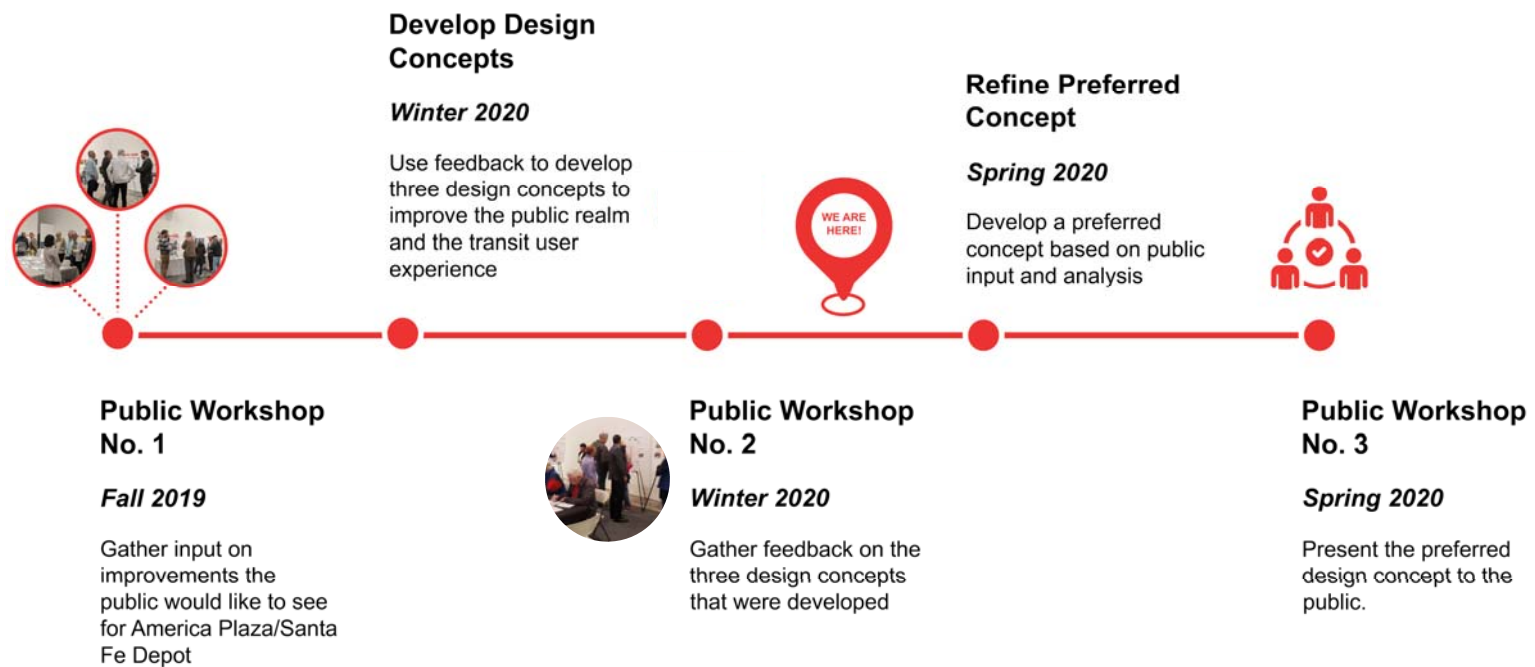
Current paths of travel



Existing signage

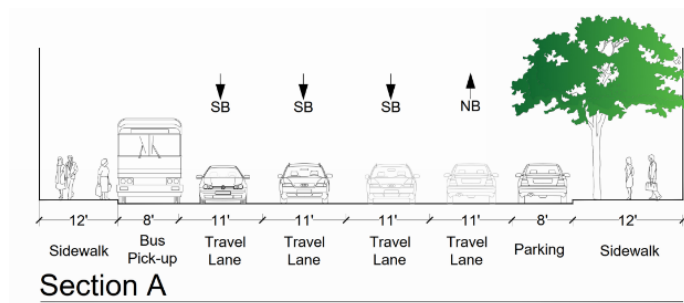


# Outreach Plan & Schedule





# Existing Site Conditions



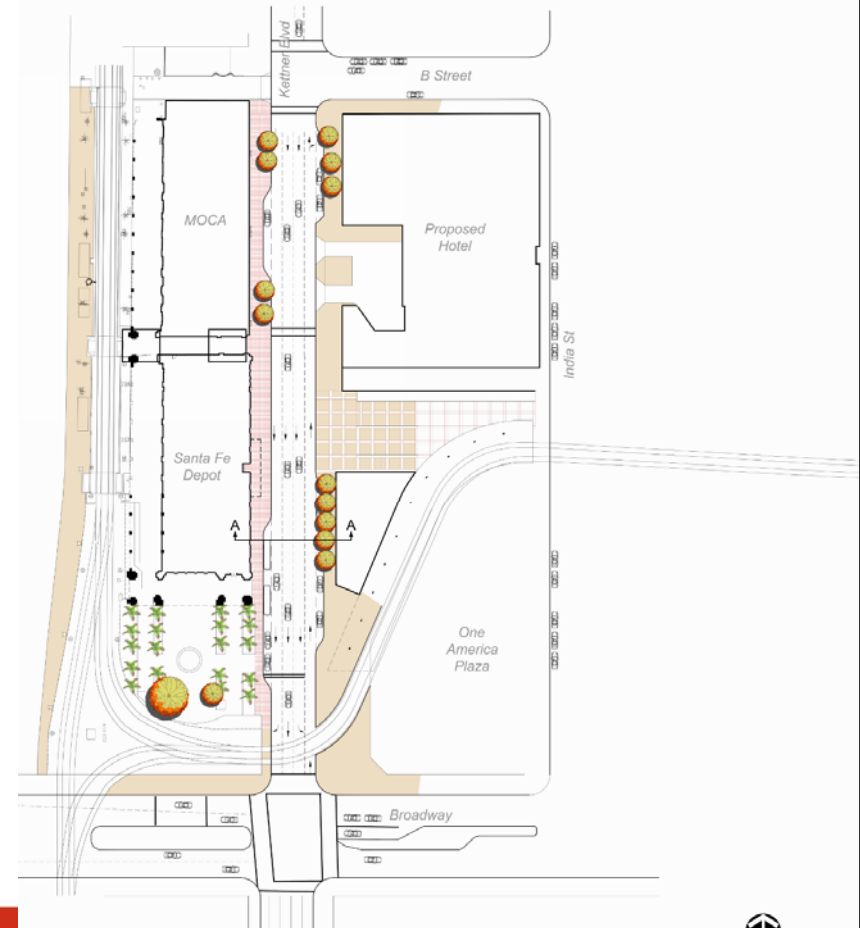
Approximately 5,600 daily trips



Approximately 4,800 daily pedestrian crossings



Current signage is inconsistent and unclear



## Three Options Developed

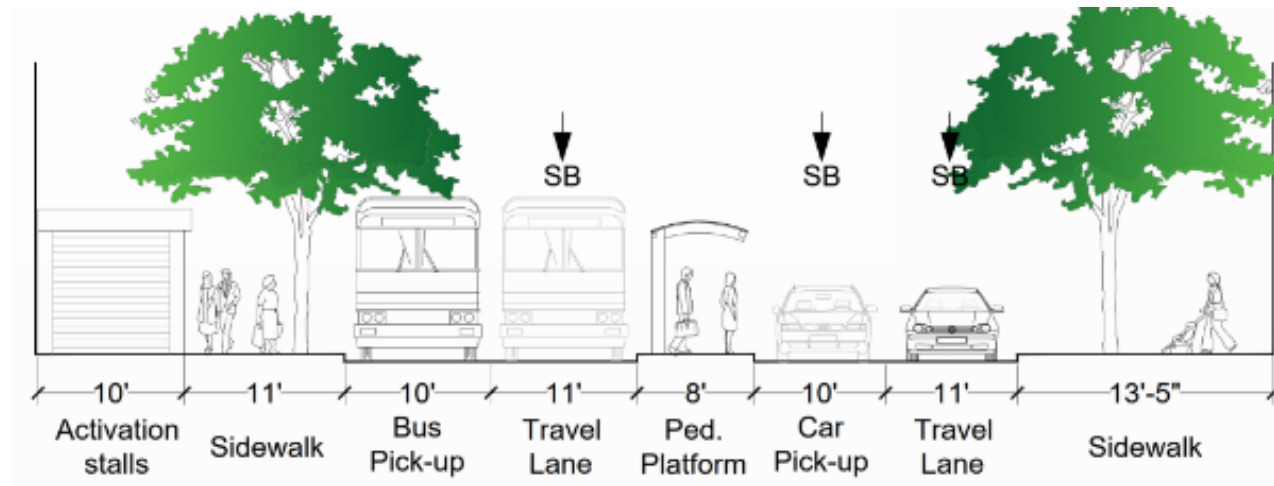
Each of the concepts offer varying degrees of capital improvements and represent a range of investment scenarios

- **Option 1:** Conversion to one-way southbound travel on Kettner Boulevard
- **Option 2:** Two-way travel maintained, with a 30 ft. wide sidewalk on the westside of Kettner Boulevard
- **Option 3:** Two-way travel maintained, with lane restriping that allows for traffic calming and a parking/loading lane on the eastside of Kettner Boulevard



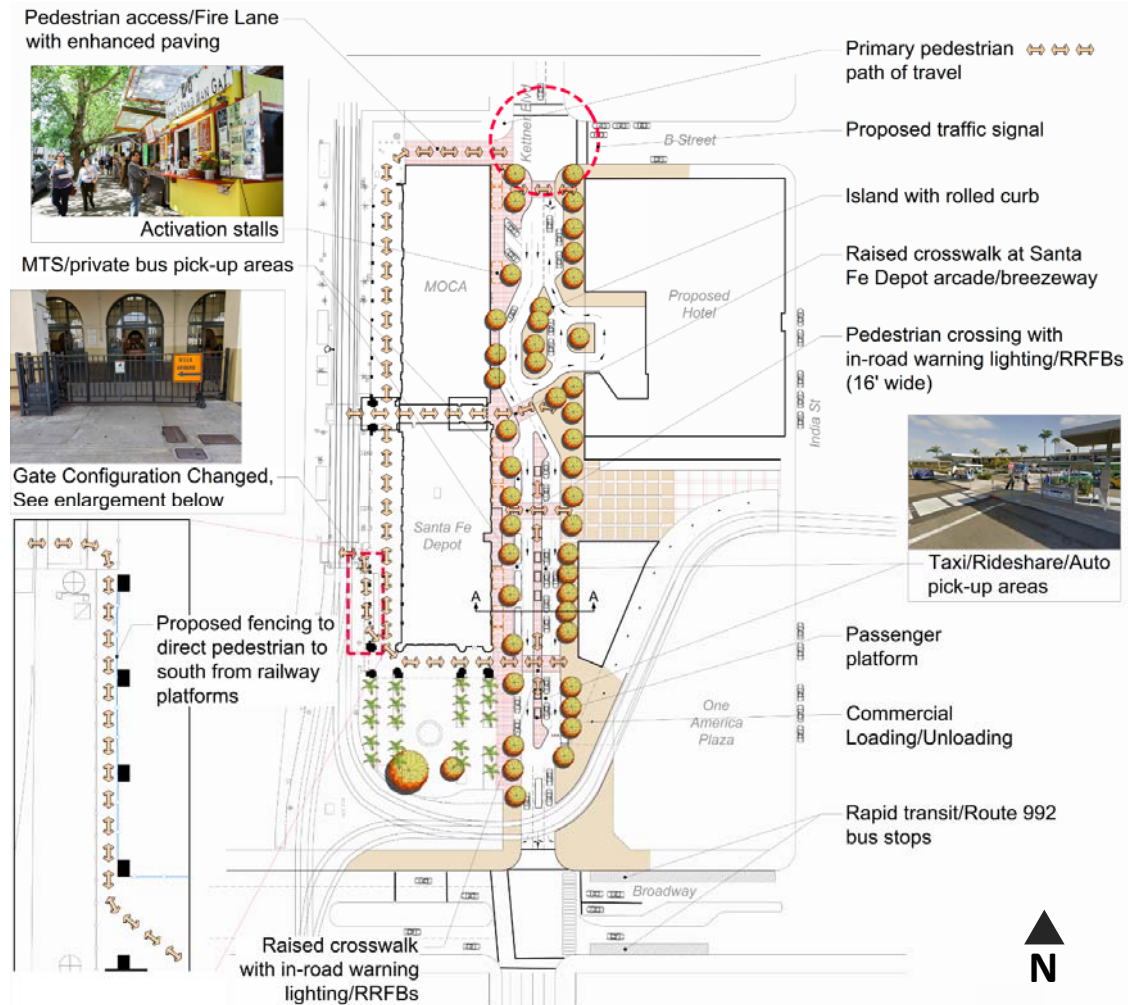
# Option 1

One-way southbound travel



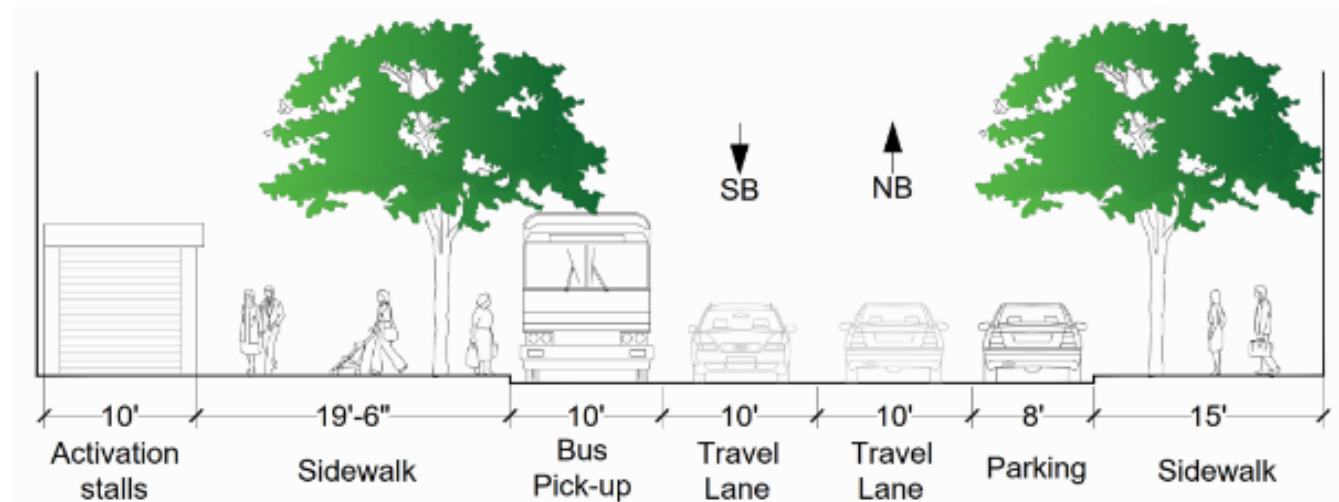
# Option 1

One-way southbound travel



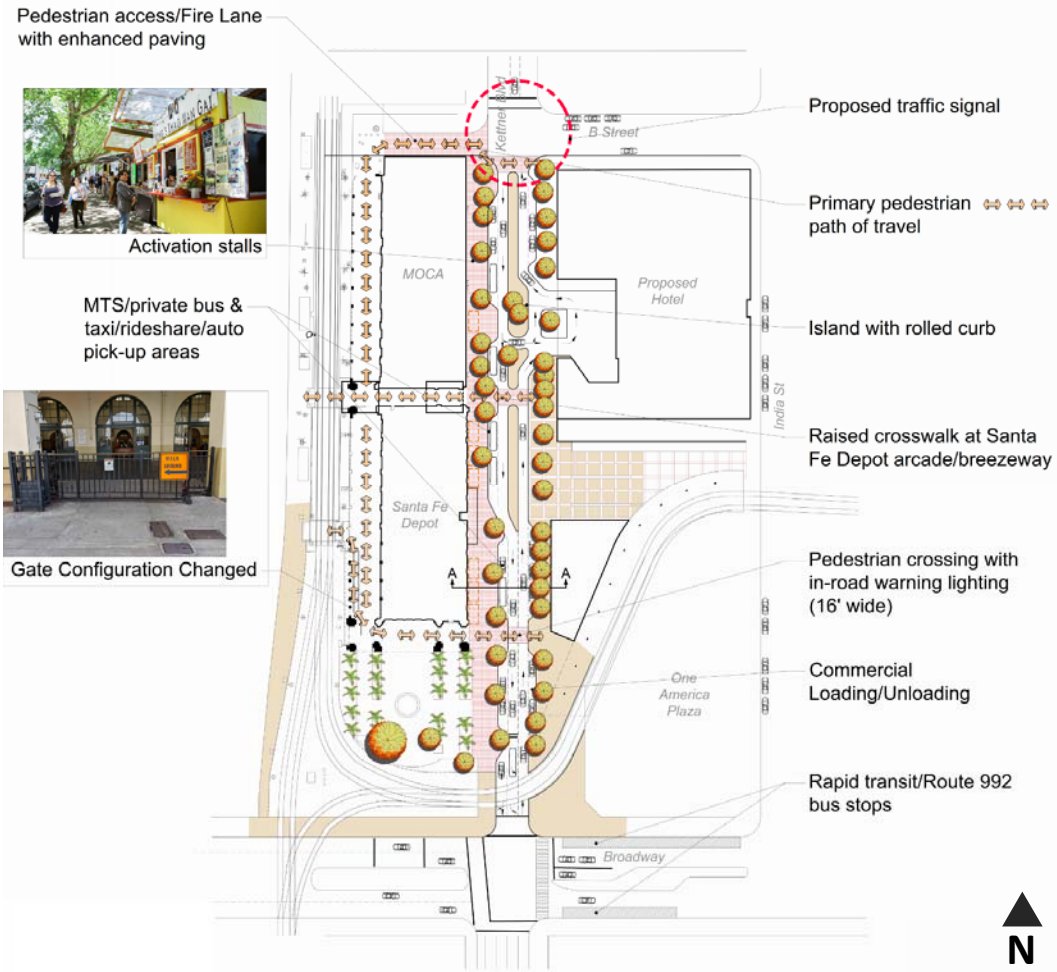
## Option 2

Two-way travel with 30 ft. wide sidewalk on westside of Kettner Boulevard



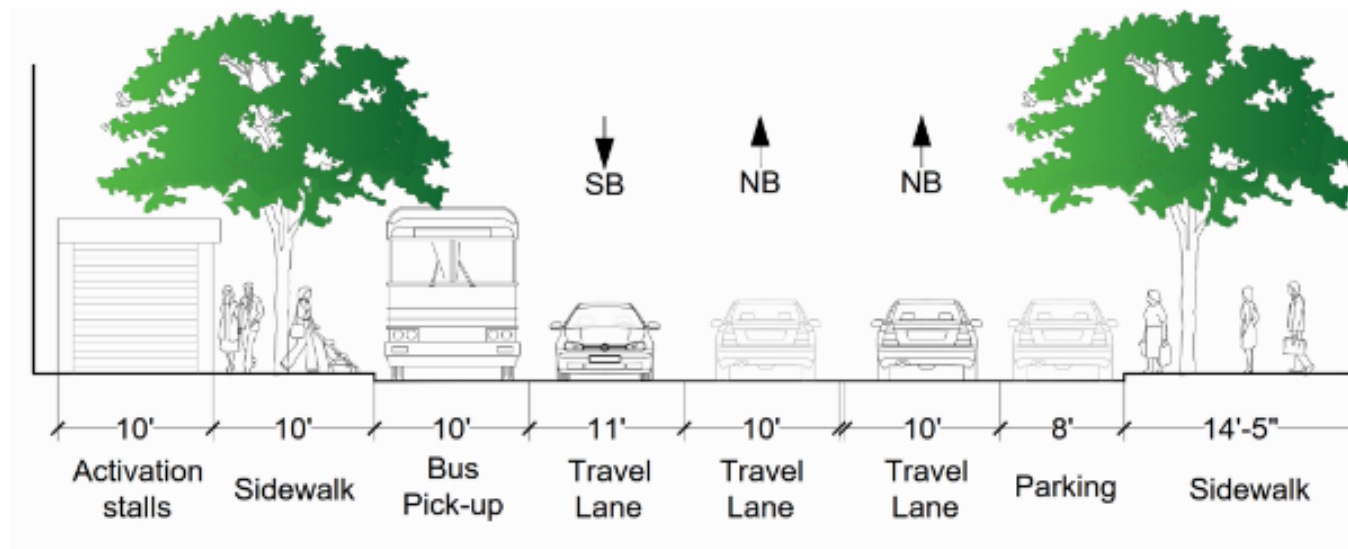
## Option 2

Two-way travel with 30 ft. wide sidewalk on westside of Kettner Boulevard



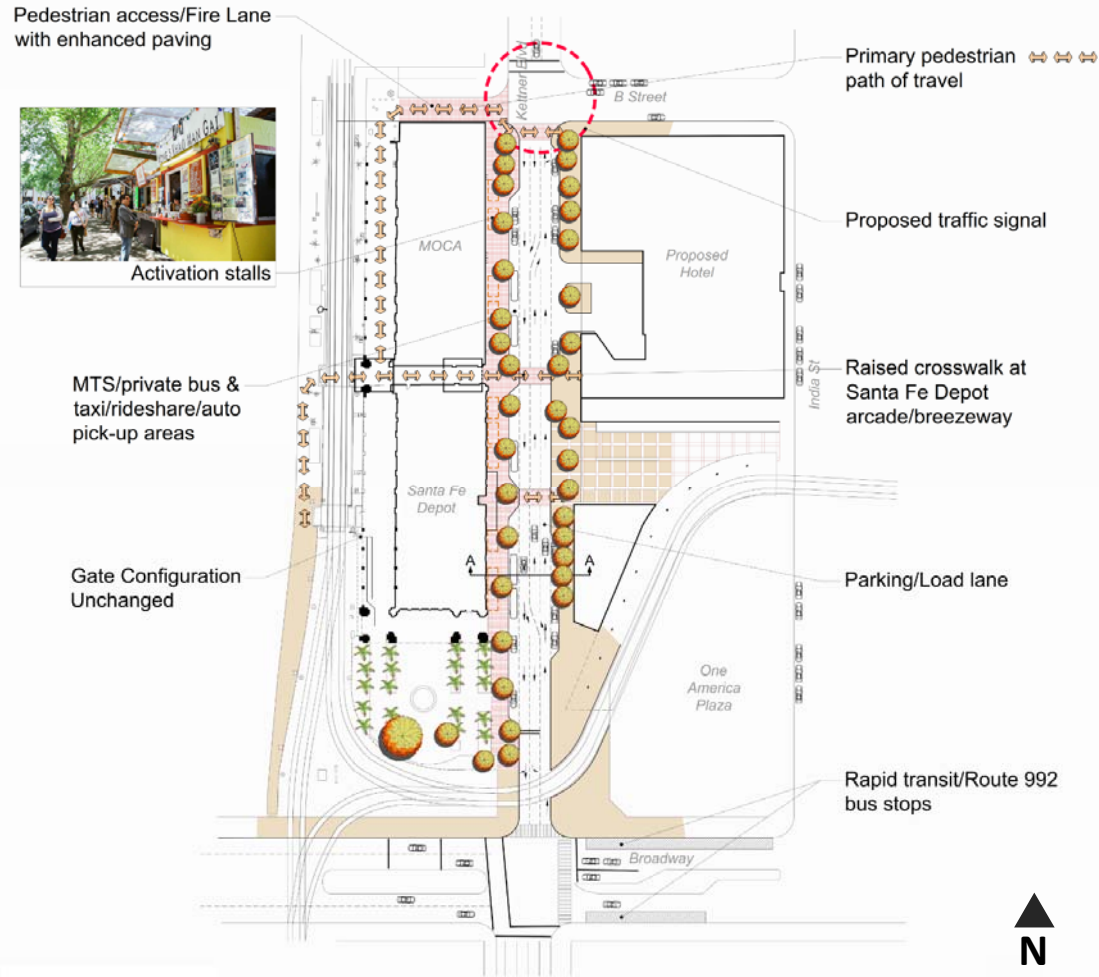
## Option 3

Two-way travel with lane restriping and parking on eastside of Kettner Boulevard



# Option 3

Two-way travel with lane restriping and parking on eastside of Kettner Boulevard





## Next Steps

- Currently receiving feedback on the 3 design concepts in order to select 1 preferred concept
- Preliminary cost estimates
- Concepts will be evaluated using a qualitative and quantitative methodology based on:
  - Community and stakeholder support
  - Pedestrian safety
  - Pedestrian environment
  - Modal interconnectivity
  - Traffic calming opportunities
  - Accessibility to activity centers
  - Ease of implementation







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## Agenda Item No. C3

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM EXECUTIVE COMMITTEE

April 2, 2020

#### SUBJECT:

COVID-19 UPDATE (PAUL JABLONSKI)

#### INFORMATIONAL ONLY

Budget Impact

N/A

#### DISCUSSION:

Staff will provide a report on COVID-19 related actions and legislation.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)





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# DRAFT

## Agenda

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 16, 2020

9:00 a.m.

*\*Meeting will be held via webinar/teleconference\**

To request an agenda in an alternative format or to request accommodations to facilitate meeting participation, please call the Clerk of the Board at least two working days prior to the meeting. Meeting webinar/teleconference instructions can be accessed at the following link:

<https://www.sdmts.com/about-mts-meetings-and-agendas/board-meetings>

#### ACTION RECOMMENDED

1. Roll Call

2. Approval of Minutes – March 19, 2020

Approve

3. Public Comments - Limited to five speakers with three minutes per speaker. Others will be heard after Board Discussion items. If you have a report to present, please give your copies to the Clerk of the Board.

#### SPECIAL ITEMS

4. Elect Committee Appointments (Sharon Cooney)

Elect

Action would elect representatives to the following outside committees: SANDAG Regional Planning Committee (Alternate Representative), and SANDAG Transportation Committee (Primary and Alternate Representatives).

5. None.

Please SILENCE electronics  
during the meeting

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Metropolitan Transit System (MTS) is a California public agency comprised of San Diego Transit Corp., San Diego Trolley, Inc. and San Diego and Arizona Eastern Railway Company (nonprofit public benefit corporations). MTS is the taxicab administrator for seven cities.

MTS member agencies include the cities of Chula Vista, Coronado, El Cajon, Imperial Beach, La Mesa, Lemon Grove, National City, Poway, San Diego, Santee, and the County of San Diego.



## CONSENT ITEMS

6. [Light Rail Vehicle \(LRV\) Accident and Vandalism Repair Services – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1531.0-20, with Carlos Guzman, Inc., for LRV Accident, Vandalism and Repair Services as detailed in the scope of work, in the amount of \$13,170,051.51, for a five (5) year period from May 1, 2020 to April 30, 2025.
7. [Armored Transport Services – Contract Amendment](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute Amendment No. 3 to MTS Doc. No. G1497.3-13 with Sectran Security, Inc., extending the contract to June 30, 2023, and increasing the contract amount by \$483,114.11 to \$1,456,721.21.
8. [First Responder Network Authority \(FirstNet\) Services for Five \(5\) Years – Contract Award](#) Approve  
Action would authorize the Chief Executive Officer (CEO) to execute MTS Doc. G2377.0-20, with AT&T Corp. for FirstNet Services for five (5) years in the amount of \$2,264,288.80.

## FINANCE WORKSHOP ITEMS

9. [COVID-19 Financial Impact Update \(Mike Thompson\)](#) Receive  
Action would receive a report regarding the financial impact of COVID-19.
10. [Fiscal Year 2020 Operating Budget Midyear Amendment \(Mike Thompson\)](#) Enact/  
Approve  
Action would: (1) Enact Resolution No. 20-6 amending the fiscal year (FY) 2020 operating budget for the San Diego Metropolitan Transit System (MTS), San Diego Transit Corporation (SDTC), San Diego Trolley, Inc. (SDTI), MTS Contract Services, and the Coronado Ferry; and (2) Approve the transfer of \$1.3M from the FY20 Capital Improvement Program (CIP), from the SD100 Replacement project (number 20020027), to the FY20 operating budget.
11. [Proposed Fiscal Year 2021 Operating Budget \(Mike Thompson\)](#) Approve  
Action would recommend staff hold a public hearing on May 14, 2020 with the purpose of reviewing and approving the proposed combined MTS fiscal year 2021 Operating Budget.
12. [Fiscal Year 2021 Capital Improvement Program \(Mike Thompson\)](#) Approve  
Action would: (1) Approve the fiscal year (FY) 2021 Capital Improvement Program (CIP) with the estimated federal and nonfederal funding levels. As the federal appropriation figures are finalized and/or other project funding sources become available, allow the Chief Executive Officer (CEO) to identify and adjust projects for the adjusted funding levels; (2) Recommend that the San Diego Association of Governments (SANDAG) Board of Directors approve the submittal of Federal Section 5307, 5337 and 5339 applications for the MTS FY 2021 CIP; and (3) Recommend that the SANDAG Board of Directors approve amendment number 10 of the 2018 Regional Transportation Improvement Program (RTIP) in accordance with the FY 2021 CIP recommendations.

## CLOSED SESSION

24. a. CLOSED SESSION – CONFERENCE WITH LABOR NEGOTIATORS  
PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54957.6 Possible  
Action



Agency: San Diego Transit Corporation (SDTC)  
Agency-Designated Representative: Jeff Stumbo  
Employee Organization: International Brotherhood of Electrical Workers, Local 465 (Representing SDTC Mechanics and Servicers)

b. CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION Pursuant to California Government Code Section 54956.9(d)(4) (Claim against Alliant Insurance Services, Inc.)

Possible  
Action

#### NOTICED PUBLIC HEARINGS

25. None.

#### DISCUSSION ITEMS

30.

31.

32.

#### REPORT ITEMS

45. Fiscal Year (FY) 2020 Mid-Year Performance Monitoring Report (Denis Desmond) Informational

46. Annual Security Report (Manny Guaderrama) Informational

47.

#### OTHER ITEMS

59. Elevate SD 2020 Update Informational

60. Chair Report Informational

61. Chief Executive Officer's Report Informational

62. Board Member Communications Informational

63. Additional Public Comments Not on the Agenda  
If the limit of 5 speakers is exceeded under No. 3 (Public Comments) on this agenda, additional speakers will be taken at this time. If you have a report to present, please furnish a copy to the Clerk of the Board. Subjects of previous hearings or agenda items may not again be addressed under Public Comments.

64. Next Meeting Date: May 14, 2020

65. Adjournment



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## Agenda Item No. 6

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 16, 2020

### **Draft for Executive Committee Review Date: 4/2/20**

#### SUBJECT:

LIGHT RAIL VEHICLE (LRV) ACCIDENT AND VANDALISM REPAIR SERVICES -  
CONTRACT AWARD

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. No. L1531.0-20 (in substantially the same format as Attachment A), with Carlos Guzman, Inc., for LRV Accident, Vandalism and Repair Services as detailed in the scope of work (in substantially the same format as Attachment B), in the amount of \$13,170,051.51, for a five (5) year period from May 1, 2020 to April 30, 2025.

#### Budget Impact

Funding will be from the LRV Maintenance budget 350016 - 536100. The value of this agreement will not exceed \$13,170,051.51, as shown in the cost proposal (Attachment C).

#### DISCUSSION:

San Diego Trolley, Inc. (SDTI) operates a fleet of one hundred seventy-four (174) LRVs and two (2) Historic Streetcars that provide public transportation throughout San Diego County. Occasionally, some of these vehicles are involved in accidents which can result in both minor damage such as dents and chipped paint, and sometimes major damage requiring extensive metal work. The vehicles also encounter vandalism related damage in and out of the car body such as spray paint and scratched graffiti on the painted surfaces of the car body. Interior surfaces such as flooring and paneling may also be damaged.



On occasion, MTS requires decal installation on newly received vehicles, replacement of worn or damaged decals, or new decals for special marketing campaigns such as Comic-Con. Application and removal of these furnished decals are part of the scope of work for this contract.

Overall, the contractor will provide labor and all materials (excluding paint) to provide the services above. Work is performed in a paint booth facility in the SDTI yard.

On January 17, 2020 MTS issued a Request for Proposals (RFP) for LRV accident and vandalism repair services. Two proposals were received by the due date of February 28, 2020 from:

1. Carlos Guzman Inc., Signa Hill, CA 90755
2. A and A Fleet Painting Inc., Chino, CA 91710

Both proposals were deemed responsive and responsible.

A selection committee consisting of representatives from MTS Finance and SDTI met and scored the proposals based on the following criteria:

- |  |            |
|--|------------|
| 1. Qualifications of the Firm or Individual    | 30%        |
| 2. Staffing, Organization, and Management Plan | 20%        |
| 3. Work Plan                                   | 25%        |
| 4. Cost  | <u>25%</u> |
|  | Total 100% |

The following table represents the proposer's scores and rankings following the initial evaluations:

Proposer	Technical Score	Cost Score	Total	Ranking
Carlos Guzman	53.00	19.24	72.24	1
A and A Fleet Painting	34.33	25.00	59.33	2

The initial costs are shown below:

Proposer	Initial Cost
A and A Fleet Painting	\$11,542,867.80
Carlos Guzman	\$14,998,588.08

After the initial review, the evaluation team determined that Carlos Guzman's offer presented the best value to MTS, and it would be in MTS's best interest to obtain a revised proposal for clarifications and revised costs.

On March 17, 2020 Carlos Guzman submitted a revised proposal, and a Best and Final Offer (BAFO) on March 18, 2020. The table below summarizes the three phases:

Proposer	Initial Proposal	Revised Proposal	BAFO
Carlos Guzman	\$14,998,588.08	\$14,942,948.04	\$13,170,051.51



Comparing the BAFO to MTS's Independent Cost Estimate at \$15,263,826.30, MTS staff determined the cost to be fair and reasonable.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. No. L1531.0-20 (in substantially the same format as Attachment A), with Carlos Guzman, Inc., for LRV Accident and Vandalism Repair Services as detailed in the scope of work (Attachment B), in the amount of \$13,170,051.51 for a 5-year period from May 1, 2020 to April 30, 2025.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachments: A. Draft Standard Agreement MTS Doc. No. L1531.0-20  
B. Scope of Work L1531.0-20  
C. Cost Summary L1531.0-20

MTS DOC. No. L1531.0-20

**STANDARD SERVICES AGREEMENT  
FOR  
LRV ACCIDENT AND VANDALISM REPAIR SERVICES**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: Carlos Guzman Inc. Address: 1619 E. Creston Street

Signal Hill, CA 90755

Form of Business: Corporation  
(Corporation, Partnership, Sole Proprietor, etc.)

Email: Johndg@cginc-usa.com

Telephone: (702) 401-2977

Authorized person to sign contracts

John D. Guzman  
Name

Project Manager  
Title

**The attached Standard Conditions are part of this Agreement. The Contractor agrees to**

The Contractor agrees to provide services as specified in the conformed Scope of Work/Technical Specification (Exhibit A), Contractor's Cost/Pricing Form (Exhibit B), and in accordance with the Standard Agreement, including Standard Conditions (Exhibit C), Federal Requirements (Exhibit D), and Forms (Exhibit E).

The contract term is for up to five (5) years effective May 1, 2020 through April 30, 2025.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$13,170,051.51 without the express written consent of MTS.

SAN DIEGO METROPOLITAN TRANSIT SYSTEM	CARLOS GUZMAN INC.
By: <u>Paul Jablonski, Chief Executive Officer</u>	By: _____
Approved as to form:	Title: _____
By: <u>Karen Landers, Office of General Counsel</u>	_____

# 1. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

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## A. General

The San Diego Trolley Inc., (SDTI), is looking for an experienced and qualified contractor to provide accident and vandalism repair services on its fleet of Light Rail Vehicles (LRVs) and Historic Streetcars.

- i. SDTI operates a fleet of one hundred seventy four (174) LRVs and two (2) Historic Streetcars to provide public transportation throughout San Diego County.
- ii. Occasionally, some of these vehicles are involved in accidents. Most accidents result in minor damage to the LRV side body or to the fiberglass cab front. On rare occasions, major damage occurs to the frame of the vehicle requiring more extensive metal work.

NOTE: The SD100 vehicle bodies are completely fabricated of Corten Steel and body damage to those vehicles often require metal fabrication and repair.

- iii. In addition to accident damage, these vehicles also encounter road damage and vandalism related damage inside and out of the car body. The types of road damage and vandalism may include stones thrown at the trolley causing dents and/or chipped paint, spray painted graffiti inside and out of the car body, and scratched and/or etched graffiti on the painted surfaces of the car body. Interior surfaces such as flooring and paneling may also be damaged.
- iv. Decal installation is also periodically required on newly received rolling stock or to replace worn or damaged decals. On special occasions or for special marketing campaigns, SDTI installs special decals on the LRV fleet. Application and removal of these SDTI furnished decals will be part of the scope of work for this project.
- v. SDTI has over one hundred seventy four (174) LRVs and two (2) Historic Streetcars that have been painted with the Axalta Imron Elite (EB Quality) paint system. The SDTI fleet must be constant and have no deviations in the color and glossy finishes. SDTI requires using Axalta Imron Elite (EB Quality) for all its paint and coating materials to insure a consistent product and appearance of the fleet. MTS shall supply the selected contractor with required primer, base and clear coat materials to be used. All other needed materials to complete each job shall be the contractor's responsibility, shall be fully compatible with the Axalta Imron Elite (EB quality paint materials supplied) and be invoiced as fixed price monthly as described in the invoicing section.

## B. Contractor Experience and Qualifications

MTS plans to award a five (5) year accident and vandalism repair service contract to the Proposer whose proposal represents the overall best value and whose offer it deems most advantageous. Proposals shall include detailed information describing how their qualifications meet each of the requirements listed in the scope of services and working requirements are met.

The MTS fleet requires very specific application techniques to insure finish quality is of the best standard and is cohesive throughout the fleet. As such the Contractor must have a minimum of ten (10) years of experience applying DuPont / Axalta IMRON products or approved equal in the rail, aviation or heavy equipment refinishing industry and provide documentation substantiating that experience. Experience in paint and body repairs to rail transit vehicles is preferred. Employees of Contractor involved in the actual painting process must provide certification of completion of a Commercial Fleet Training course or other trade school courses that are superior or equal to the DuPont course.

### **C. On Site Demonstrations**

Upon evaluations of proposals received, MTS reserves the right to invite shortlisted proposer/s, (one or more proposers) for demonstrations/practical examples of sample work to be performed by the selected Contractor:

#### **i. Demonstration**

- a. This demonstration will be performed at the MTS Paint and Body Repair facility yard located at 1535 Newton Avenue, San Diego, CA 92113. MTS will provide one (1) body panel from an S70 vehicle. The body panel will be new from the OEM with only a primer coat applied from the factory. The proposer will be required to examine the panel and provide a written estimate of hours to complete refinishing of the panel to make ready for installation. Proposer will then prepare and refinish the panel. MTS staff shall witness all work processes.
- b. MTS will supply required primer, paint and clear products to be used in the demonstration.
- c. Proposer shall supply its own spray guns, tools and other materials as needed for the job.

#### **ii. Performance Metrics**

Work completed shall be evaluated for compliance with ALL standards described in "Acceptance Standard for Paint Finish Quality" and "Quality Inspections" as well as adherence to proposed schedule, proposed work plan and safe operations.

#### **iii. Performance Evaluation**

Following completion of the demonstration work, the MTS evaluation committee personnel will evaluate the completed material as described above.

#### **iv. Rescoring**

On-site demonstrations will be used to rescore the proposals, if necessary.

### **D. Cost Proposal Form (Attachment 1)**

The amount of work as described varies from year to year. Attachment 1 shows what historically SDTI has spent for accident and vandalism related repairs and other associated body work.

**Labor:**

- i. On the cost proposal form, MTS has estimated 29,000 labor hours annually based on historical and projected operational needs. If more services are required the Contractor's proposed rate shall apply.
- ii. On the form, proposers billable hourly labor rates shall be all-inclusive including but not limited to the cost of labor, equipment, travel/transportation, insurance, overhead, profit and all other related costs necessary to meet the work requirements described, but not identified on the bid form. Charges not described on the bid forms will not be considered valid.

**Materials/Supplies:**

MTS shall supply the selected Contractor with required primer, base and clear coat materials to be used. All other needed materials to complete each job shall be the Contractor's responsibility, shall be fully compatible with the Axalta Imron Elite (EB quality paint materials supplied).

Table 1: MTS has provided historical materials/supplies estimated consumption per month, what MTS is currently paying for each item, the unit cost and total monthly materials/supply cost.

Under "Proposer's Monthly Cost" columns, Proposers should provide their fixed unit cost for each item, and calculate the extended monthly amount, which should meet or beat MTS's current price shown. "Proposer's Monthly Total" amount should be calculated on the bottom of the sheet. This amount will be entered in table 2 as year 1's total as shown.

Table 2: Shows the overall totals for materials/supplies and labor. For years 2 to 5, if proposer escalates the cost for labor and materials, a basis for the price escalation must be included with the proposal for MTS's review.

At invoicing, materials/supplies cost shall be a fixed monthly cost as shown in Table 2. As the materials/supplies quantities are estimated based on current consumption, Proposers may experience a slight variance, either up or down based on operational needs, and therefore propose their pricing accordingly.

**E. Definitions**

APCD	San Diego County Air Pollution Control District
ASTM	American Standard Test Method
CAL OSHA	California Occupational Safety and Health Administration
CARB	California Air Resources Board
CPUC	California Public Utilities Commission
DFT	Dry Film Thickness
EPA	Federal Environmental Protection Agency
GPM	Gallons per Minute
HazMat	Hazardous Materials
HVAC	Heating, Ventilation, Air Conditioning
LRV	Light Rail Vehicle
MSDS	Material Safety Data Sheet
MTS	San Diego Metropolitan Transit System

OSHA	Occupational and Health Administration
PSI	Pounds per Square Inch
QA	Quality Assurance
SDFD	San Diego Fire Department
SMC	Spun-Melt-Spun
WFT	Wet Film Thickness

## F. Scope of Services

### i. Fleet

The LRVs and Streetcars to be maintained under this contract shall include up to 223 rail vehicles during the term of this agreement consisting of the following models:

- a. Fifty-two (52) Siemens Model SD100 (1994/1996);
- b. Eleven (11) Siemens Model S70, 90 foot (2004/2005);
- c. Sixty-five (65) Siemens Model S70 ultra short, 80 foot (2012/2014);
- d. Forty-five (45) Siemens Model S700 (2018/2019);
- e. One (1) Siemens U2 (1980);
- f. Two (2) Historic Streetcars, St. Louis Car Co. (1946/1948); and
- g. *Beginning 2021, up to forty-seven (47) additional Siemens Model S700 vehicles may be delivered.*

### ii. Description of Services

Contractor shall provide paint, body and structural repair services to the SDTI rail vehicle fleet as defined above at the SDTI Paint and Body shop facility. Repairs shall be made to the vehicles as a result of accident, vandalism, road damages, abuse, environmental factors and general wear and tear.

Work shall consist of all necessary activities and processes required to restore the vehicle finish and the finish of vehicle mounted components to "like new" appearance. Structural repairs shall be done to insure integrity of the vehicle for the remainder of its expected service life and beyond. Work to include, and shall not be limited to, cleaning, sanding, prepping, priming, sand blasting, grinding, welding, straightening, fabricating, prying, pulling, cutting, painting, buffing, polishing, applying adhesives and decals.

The Proposer shall provide, at a minimum, a ten (10) year warranty on their finished product, workmanship and materials included. Decal installation solely shall have a 5 year warranty on workmanship. Additional service calls required within this time, for warranted services, shall be provided at no additional charge to MTS.

No advantage shall be taken by the proposer in the omission of any part or detail which goes to make the execution complete even though such part or detail is not listed in the Scope of Services.

#### a. HVAC and Roof Mounted Equipment

Any HVAC or roof mounted units requiring repairs will be removed from the roof by MTS employees and placed upon portable carts which will be moved into the paint facility with the LRV car body. The Contractor will repair any damage to the HVAC or

roof mounted container exterior shells and paint the units following the same procedure as for the LRV car body. Contractor will ensure the interior of the HVAC and roof mounted unit is properly masked and protected from overspray. Contractor will inform LRV management of any missing or broken mechanical components such as bolts, screws or gas struts that prevent the Contractor from safely refinishing the HVAC unit. All mechanical repairs for roof mounted equipment will be performed by MTS employees.

b. Rooftop Repair

If any roof repair is necessary the Contractor and an LRV management representative will inspect the rooftop for any indications of metal corrosion or rust under the matting or equipment. If corrosion or rust is present, the Contractor will remove the matting as needed, repair rusted areas and replace the matting. Contractor will inform LRV management if any rooftop repair requires the cutting and welding of the rooftop panels. MTS employees will remove any interior panels or wiring behind or below the areas of repair before any rooftop repairs have begun.

c. Rust Removal

Remove rust by grinding bubbled metal and visible holes. Weld new metal (corten steel) where needed and grind welded area. An industry-certified licensed welder shall complete all welding with corten metal. Welder credentials to be approved by the MTS PM prior to start of repair. Remove all debris and clean. Follow the recommended Axalta procedure for surfacing and priming.

d. Old Paint and Primer Removal

Remove all existing paint and the existing primer down to the body filler level on steel and aluminum surfaces or to the substrate level on FRP (Fiberglass Reinforced Plastic and Fiberglass surfaces). If visible cracks are observed in the body filler or the substrate, consult with Project Manager for direction. Further removal of body filler may be necessary until all cracks are removed.

e. Bodywork and Welding

An industry-certified licensed welder shall complete all welding with Core 10 Metal. Remove all dents, cracks, and surface irregularities. Dents deeper than maximum body filler thickness recommended by DuPont should be pulled or the metal section around it must be cut out and a new section welded in its place.

f. Fabrication of parts

Fabrication or machining of panels, covers, brackets, rails and other parts may be required by the Contractor at the direction and approval of the MTS PM if needed to complete a repair. Fabrication of material shall be billed to the MTS at Contractor's contracted labor rate.

g. Axalta OEM/Fleet Finishes Procedure

MTS does not maintain to be an expert in refinishing operations. As such MTS requires the Contractor to have expertise and knowledge of Axalta Fleet Finishes Product Application procedures for the various products specified by the MTS for this project. The resulting finish must meet MTS standards set forth for this contract with the expectation of minimum 10 year service life.

A detailed work plan and application procedure for each of the following products shall be provided by the bidder along with their proposal for application to Corten Steel and Fiberglass Reinforced Plastic Substrates. NOTE: this is a list of common coatings used and supplied currently by MTS. This is not a comprehensive list and is subject to change. This list is provided to evaluate a proposers understanding and experience level with these coating materials.

h. Imron Elite EB Quality

Red	L6049 EB
Black	L0001 EB
Grey	L1908 EB
Imron VOC Clearcoat	8821S
Primer Sealer Corlar	921S / 923S

iii. Acceptance Standard for Paint Finish Quality

MTS maintains the following acceptance standards of finish:

a. Orange Peel

The MTS standard acceptable level of 'orange peel' on a finished LRV is eight (8) or higher on a scale of one (1) to ten (10) as defined by ACT Laboratories, Inc. (273 Industrial Drive, Hillsdale, MI 49242). A finished LRV containing orange peel level of less than eight (8) will be rejected. ACT provides sets of panels with graduated degrees of orange peel (flow) from rough to smooth. These panels are prepared at the request of several major automotive manufacturers for use by their suppliers in evaluating the appearance of painted parts using a consistent, known standard. Master Sets are held as standards for reproducing new sets. The Master Sets are reviewed by representatives of the auto companies, and the orange peel rating verified as appropriate. All panels are painted in black color. THESE PANELS ARE VISUAL STANDARDS ONLY.)

b. Gloss Requirements

The MTS standard acceptable level of gloss on a finished surface is eighty-five (85) or better measured at a sixty (60) degree angle (ASTM D523 Standard). A finished LRV with a gloss level of less than eighty-five (85) will be rejected.



c. Gloss Definitions

- Gloss ASTM D523
- Specular Gloss ASTM D523

iv. Quality Inspections

- a. Shall be conducted at random on all jobs.
- b. Inspection criteria as follows may be used for all high visibility exterior body panels. Failure to meet these requirements may prohibit acceptance.
- c. Hardness ASTM D 3363 2H or according to coating manufacturer requirement.
- d. Adhesion (Scratch Test) ASTM D3359 >3A / 3B Classification using Intertape LA-26 or PA-280630 (51596) adhesion tape. Equivalents with adhesion greater than or equal to PA-280630 can be used.
- e. Adhesion (Knife Peel) ASTM D 6677 Rating greater than 8.
- f. Solvent Resistance ASTM D 5402 50 Double rubs.
- g. Adhesion (Pull Test) ASTM D 4541 400 psi.
- h. Other Notes

DuPont's recommended DFT of these products is 1.8-2.2 mils. The required WFT gauge measurements of this material shall range from 3.6-4.4 mils. The LRV shall be inspected using a wet film gauge in inconspicuous areas to the required wet film thickness. The MTS QA Inspector will determine the ideal inconspicuous locations that allow for measurement but DO NOT impact the visible exterior surface.

NOTE: This clearcoat product may require polishing to obtain a smooth finish. The clearcoat film must achieve a DFT of 1.8-2.2 mils after any sanding or polishing is completed. If sanding or polishing is expected then additional millage may be required at the time of clearcoat application.

v. MSDS Requirements

Some items used in this contract may be considered hazardous. The Contractor shall provide MSDS for each item used in the performance of services, where applicable, to the MTS PM. Said MSDS sheets shall be provided prior to commencement of services. The MTS PM shall approve prior to their use under this Agreement.

Upon award Contractor shall provide PDFs of MSDS with each submittal, for chemicals that MTS employees may be exposed to. Contractor shall ensure all available MSDS are provided to MTS and kept up to date throughout the duration of the contract.

All products used by the Contractor on MTS premises, and their application, shall be guaranteed for safe use around humans.

Contractor shall be responsible for the applications of all materials, equipment and/or chemicals as to ensure said items in no way contaminate the facilities, structures, environment, agriculture, water ways, or pose real or perceived harm to personnel, food and equipment, buildings and MTS operations.

The services shall be performed by Contractor in a manner which does not impact the use or performance of any of the facilities, structures, and/or LRV fleet.

It is the Contractor's responsibility to ensure that its employees are trained and adhere to all MTS policies and procedures. These procedures are not intended to replace or modify any existing requirements of any local, state, or federal agency. The Contractor remains responsible for all adherence to MTS, Local, State, and Federal safety requirements, as applicable, while performing all services described herein.

vi. Hazardous Waste Disposal

All hazardous material/paper/cans/etc. shall be put into a HazMat container and disposed of by a qualified EPA/HazMat approved disposal company selected by MTS. Proper documentation shall be provided to MTS when a hazardous disposal company provides service. Disposal numbers and backlog documents for a period of three (3) years are required. Daily Log Sheets of material, as outlined by the EPA/APCD, shall be present at the proposed facility for instant inspection and an updated MSDS shall be provided upon request daily.

Filters must be changed periodically based on airflow allowances and paint facility usage according to the specifications outlined by the facility manufacturer. A copy of the specifications may be obtained from MTS. All filters for the paint booth shall be supplied by MTS.

vii. Equipment Cleaning

Spray guns shall be cleaned as needed per usage. Cleaning solution shall be reused and strained for maximum efficiency. All solids shall be emptied into a separate container supplied by the Contractor and disposed of by a qualified hazardous waste facility selected by the Contractor. Record of disposal must be kept on site for three (3) years. Copies of all disposal records shall be forwarded to LRV management. The Contractor will be responsible for the cost of disposal of the cleaning solution.

viii. Supervisor/LRV Coordination

A daily work log must be kept to update the MTS PM or LRV Supervisor upon any inspection. All LRV placements and facility transfers must be coordinated with LRV Shift Supervisor for maximum work efficiency. LRV department requires at least two (2) hours' notice of LRV movement in and out of the facility. LRV movement within the paint facility requires at least two (2) hours' notice.

**G. Facility Work Location**

MTS has a 190-foot long Paint and Body preparation facility in the rail maintenance yard located at 1535 Newton Avenue, San Diego, CA 92113. The Contractor will be required to use this facility for the painting and bodywork associated with this project. The paint and body preparation facility houses all required filtering and exhaust mechanisms and is equipped with

compressed air, and temperature control equipment. The Contractor shall supply additional spraying equipment such as paint guns, air hoses, body refinishing tools, scaffolding, fall protection, etc. as required for car body refinishing and repairs.

#### **H. Contractor Responsibilities at the MTS Facility**

The Contractor shall be responsible for replacing all facility filters, (provided by MTS) both inside and outside of the facility as needed. Routine cleaning of the spraying equipment and the paint facility will be Contractor's responsibility. The Contractor will not be charged for normal wear and tear of MTS equipment used on this project; however, any breakdown or damage of MTS equipment due to contractor misuse (such as bypassing, modifying or overloading electrical circuits, compressed air supply, facility space heaters, etc.) or neglect (failure to replace air filters) will be repaired by MTS at the Contractor's cost.

Contractor will keep abreast of any changes in environmental regulations pertaining to the operation of the paint and body preparation facility. Contractor will notify the MTS Project Manager or designee (MTS PM) in writing of any regulatory changes with a detailed summary of necessary equipment, supplies or procedures and their associated costs that must be implemented with the change.

Contractor will not use the paint and body preparation facility for work on non-MTS owned or sponsored material or equipment. Contractor will not store any material such as automotive parts or other equipment, paint, or paint preparation products unrelated to MTS owned or sponsored equipment in the facility.

Contractor will not sub-contract out any work; all work must be completed by the prime contractor, and only subcontractors included in the approved proposal and contract.

All employees of the Contractor shall comply with MTS regulations and California Public Utilities Commission (CPUC) rail safety rules and regulations as contained in CPUC General Order 172 for the duration of this contract. A training session outlining rail safety rules and regulations will be given by MTS at no charge to the Contractor and its employees before work any work begins.

Contractor employees are also subject to CPUC rules and regulations pertaining to the use of portable electronic devices while in or on SDTI yards, grounds and stations (<http://www.cpuc.ca.gov/>).

Contractor is solely responsible for the provision of painting equipment, tools, or personal protective equipment for use by its employees during the contract; MTS will not be held liable for any missing tools or equipment.

#### **I. Labor and Supervision**

The Contractor shall provide sufficient labor at all times to carry out the service properly and shall ensure that competent workers who are skilled in the type of work required are employed.

The Contractor shall ensure that supervision is provided at all times while any work under this contract is being performed. If, in the judgment of MTS, any person is incompetent, disorderly, or found to be violating CPUC or MTS safety rules and regulations, the Contractor shall promptly remove and replace such person from the work for the duration of the contract.

**J. LRV Availability and Contractor Response**

All LRVs are inspected on a daily basis by the LRV Maintenance Department. When accident or vandalism damage is discovered, internal reports are generated. The open report will prompt a call from the MTS PM to the Contractor to initiate a repair action. The sequence of events leading to the completion of the repair work is listed below:

- i. Call initiation to the Contractor for inspection of the damaged vehicle. The maximum response time by the Contractor to meet and inspect damaged vehicle is twenty-four (24) hours from the time the initial report call was placed.
- ii. The Contractor provides repair cost to SDTI which shall include labor hours, list of necessary material required to complete the repairs and time Contractor will take to complete the repair. The maximum time to provide the damage repair cost to SDTI after inspection of vehicle is twenty-four (24) hours from the time Contractor arrives on site to review damages to the vehicle.
- iii. The MTS PM then reviews the Contractor's designated hours, materials and repair time, provides feedback as needed which may involve the Contractor making revisions to the repair cost, and once finalized MTS approves the work.
- iv. After receiving an approved work order from the MTS PM for repair work, Contractor shall start work. The maximum time to start the repair work is twenty-four (24) hours from the time the work order is received by the Contractor.
- v. The time to complete the repair will be dependent on the extent of the damage and should be provided as an estimate for approval by the MTS PM prior to starting work.

**K. Liquidated Damages**General

Liquidated damage requirements are appropriate if the parties to a contract may reasonably expect to incur damages in the form of increased Project costs resulting from the late completion of the contract, and if the extent or amount of such damages would be difficult or impossible to determine after the delay has occurred. Accordingly, any liquidated damages for this contract shall be at a specific rate per day for each day of overrun in contract time; and the rate will be specified in the third party contract, and will comply with any other special liquidated damages restrictions FTA might impose. Any liquidated damages recovered shall be credited to the Project account involved unless the Federal Government permits otherwise.

Rates

Any delayed response beyond maximum time allowed on any of the items above will result in \$1,415 per calendar day liquidated damages charged to the Contractor.

Work may consist of a single LRV or multiple LRVs at a given time based on the needs of the department.

The total amount for liquidated damages shall not exceed 10% of the total contract price.

### Appeal Process

If the Contractor feels liquidated damages are being imposed unjustly, the Contractor can file an appeal with the Contract Officer within twenty four (24) hours of the notification of impending liquidated damages. The letter must provide details of the situation and why the Contractor feels the liquidated damages are unjust. The Contract Officer shall review the situation, and if necessary, meet with the Contractor to provide an opportunity to state their reasons why liquidated damages should not be assessed. The Contract Officer shall render a decision.

If the Contractor feels the decision is not acceptable and the situation warrants further consideration, appeal reconsideration may be filed with the Manager of Procurement. The Manager of Procurement shall review the reconsideration, and a final determination shall be made. The decision of the Manager of Procurement shall be final. No other appeals shall be heard for this particular incident.

## **L. Environmental and Safety Regulations**

MTS or government regulatory agencies will inspect the facility for proper operation and compliance with environmental and safety regulations regularly. These inspections may be held without any prior notification to Contractor. As part of the inspection, the Contractor's compliance with Federal Environmental Protection Agency (EPA), California Air Resources Board (CARB), San Diego Air Pollution Control District (APCD), San Diego Fire Department (SDFD) and MTS regulations will be monitored.

Any issues found will be addressed with the Contractor for immediate resolution within the time period mandated by the regulatory agency. Any violation of OSHA, CAL OSHA, SDFD or MTS safety and fire regulations may cause an immediate cessation of work until resolved by the Contractor and cleared by the appropriate agency. Contractor will bear the sole responsibility for keeping itself informed of any changes to environmental laws or regulations. The Contractor will be thoroughly familiar with APCD regulations as they pertain to refinishing operations, as well as, all local, state, and federal regulations relative to hazardous waste, storm water runoff, fire safety, and air pollution. The Contractor is expected to comply with all regulatory requirements. If MTS is cited and/or fined due to Contractor's non-compliance with any regulation or failure to comply to written violations, the amount of fine will be deducted from the next payment due to the Contractor. At its sole determination MTS may consider such non-compliance of any rule or written violation a material breach of this agreement and all other agreements relative to the use of the paint facility by the Contractor and may immediately terminate these agreements.

MTS will provide disposal service for hazardous waste generated by refinishing operations with the exception of equipment cleaning waste. The Contractor will collect the material and deposit in Hazardous Material (HazMat) containers provided by MTS and inform LRV management when the material is ready for pick-up by a hazardous waste disposal service. Equipment cleaning waste shall be disposed of by the Contractor in accordance with local and state requirements.

The paints and products provided by MTS meet the requirements of APCD rule 67.20.1. In the event that any existing or future Federal, California State or San Diego City and County environmental regulations preclude the use of the MTS supplied Axalta products or other Imron Paint System products, Contractor will consult with Imron for a suitable substitute and advise

the MTS PM in writing of any possible substitute products. All replacement products must be fully documented by Contractor.

**M. Warranty and Support**

The Contractor shall provide a written ten (10) year warranty from the date of acceptance on any repairs and its application from fading, peeling, or cracking under normal use.

Rust repair or body repairs by Contractor shall be warranted for five (5) years against the reoccurrence of rust or cracking of body filler in the repaired areas.

Fabricated parts shall be warranted for two (2) years from the date of installation against manufacturing defects and faulty installation if such installation is performed by the Contractor.

**N. Payment Terms**

Unless otherwise stated in the specifications or bid forms, one hundred (100%) of the contract price for each unit or units of material or equipment furnished and delivered under these specifications, will be paid to the Contractor within thirty (30) days after delivery to and acceptance by MTS, as herein provided, and after the statements covering the unit or units have been presented to MTS by the Contractor.

Cash discounts as shown on the bid form shall be accepted at the option of MTS. Otherwise the terms will be Net thirty (30) from acceptance. Payment terms less than ten (10) days from acceptance will not be considered. **Advanced Payment is Not Allowable.**

**O. Invoicing and Labor Documentation**

Invoices must be sent to the MTS Accounting Department, via email at [ap@sdmts.com](mailto:ap@sdmts.com). All invoices must have the Purchase Order and contract number clearly displayed to ensure timely payment. MTS will not pay on packing slips, receiving documents, delivery documents, or other similar documents. Invoices must be submitted for payment.

In addition to other MTS invoice documentation requirements that may be discussed elsewhere in the Contract, invoices to MTS for payment of services must also include the following items, either documented on the invoice itself or as attachments thereto:

- i. Work order authorization from MTS showing approval to begin work.
- ii. Complete documentation of all labor hours used on the project, by job title and time expended for each project.
- iii. Contractor supplied materials listed by type and quantities used.  
MTS shall supply the selected Contractor with required primer, base and clear coat materials to be used. All other needed materials to complete each job shall be the Contractor's responsibility, shall be fully compatible with the Axalta Imron Elite (EB quality paint materials supplied).

At invoicing, materials/supplies cost shall be a fixed monthly cost as shown in Attachment 1.

Failure to submit all required documentation with the relevant invoices will result in rejection of such invoices by MTS and delay payment.

Contractors must also indicate if any of the invoiced amount is for service or work provided by a subcontractor and indicate the amount that will be paid to the subcontractor.

Contractors must also comply with the prompt payment requirements in Section 16 Prompt Progress Payments of the Standard Conditions.



## **2. ATTACHMENTS**

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See Attachment 1 – Cost Pricing Form

## LRV ACCIDENT AND VANDALISM REPAIR SERVICES

TABLE 1 - MATERIALS/SUPPLIES DETAILS

			GUZMAN (BAFO COST YEAR 1)		
	Manufacturer Part #	Description	Monthly Avg. Consumption	Unit Cost	Extended Amount Monthly (your unit cost x monthly consumption)
1	3MC01438	6"P220 STIKIT GOLD LRV PAINT BOOTH	10	\$96.97	969.70
2	D5510755G	LO VOC GUN&EQUIP CLNR PAINT BOOTH 1 GAL	10	\$72.33	723.30
3	3MC01439	6"P180 STIKIT GOLD LRV PAINT BOOTH	8	\$92.68	741.44
4	1380S	PRIMER-FILLER LRV PAINT BOOTH	3	\$236.26	708.78
5	DPS32030S	ACETONE LRV PAINT BOOTH	15	\$41.14	617.10
6	4132081	FILTER WALL,20X25,PAINT BOOTH	5	\$106.27	531.35
7	3MC06086	PERFECT-IT RUBBING COMPOUND PAINT BOOTH	4	\$146.44	585.76
8	FIB416	METAL GLAZE,30 OZ.LRV PAINT BOOTH	10	\$44.16	441.60
9	E4601	SONTARA MAINTENANCE WIPE LRV PAINT BOOTH	4	\$114.20	456.80
10	G66P	16X16 MICROFIBER TOWEL LRV PAINT BOOTH	10	\$42.88	428.80
11	3MC05703	SUPERBUFF III PAD LRV PAINT BOOTH	15	\$31.11	466.65
12	3MC01506	6"80D STIKIT GREEN LRV PAINT BOOTH	4	\$93.45	373.80
13	SAT118489	RPS CUPS / LIDS .9L LRV PAINT BOOTH	3	\$109.12	327.36
14	3MC06068	PERFECT-IT 3000 ULT FINE LRV PAINT BOOTH	4	\$66.03	264.12
15	E4586	SONTARA PRIM TACK CLOTH LRV PAINT BOOTH	2	\$130.28	260.56
16	KIM33933	KREW 500 TWIN POP-UP LRV PAINT BOOTH	9	\$29.32	263.88
17	3MC06542	HLND 1 1/2"MASKING TAPE LRV PAINT BOOTH	36	\$7.62	274.32
18	3MC01440	6"P150 STIKIT GOLD LRV PAINT BOOTH	3	\$88.66	265.98
19	3MC26334	233+ SERIES 3/4"LRV PAINT BOOTH	67	\$3.82	255.94
20	HITMP375G36	36"GREEN MASKING PAPER LRV PAINT BOOTH	7	\$31.07	217.49
21	921S	CORLAR 921S PRIMER SEALR LRV PAINT BOOTH	1	\$258.15	258.15
22	3MC07447	GENERAL PURPOSE PADS LRV PAINT BOOTH	9	\$21.15	190.35
23	SEM39101LV	BUMPER COATER FLEXIBLE LRV PAINT BOOTH	1	\$206.07	206.07
24	3MC01547	6"40 SAND PAPER LRV PAINT BOOTH	1	\$157.57	157.57
25	389S	389S ACCELERATOR LRV PAINT BOOTH	1	\$186.43	186.43
26	3939S	LACQUER & ENAMEL CLEANER LRV PAINT BOOTH	3	\$53.43	160.29
27		IMRON THINNER LRV PAINT BOOTH	2	\$74.15	148.30
28	3MC06301	1/4X60 FINE LINE TAPE LRV PAINT BOOTH	10	\$14.14	141.40
29	E4881	DUPONT 32 OZ MIXING CUPS LRV PAINT BOOTH	2	\$67.19	134.38
30	MAC00	TOUCH UP BRUSH 00 LRV PAINT BOOTH	9	\$11.96	107.64
31	E4882	DUPONT 5 QT MIXING CUPS LRV PAINT BOOTH	2	\$54.73	109.46
32	3MC06728	OVERSPRAY SHEETING LRV PAINT BOOTH	2	\$56.02	112.04
33	3MC05707	FOAM POLISHING PAD LRV PAINT BOOTH	4	\$25.74	102.96
34	100G01	GRAND SLAM 1 GAL LRV PAINT BOOTH	5	\$17.58	87.90
35	HITMP375G18	18"GREEN MASKING PAPER LRV PAINT BOOTH	4	\$25.85	103.40

36	3MC01435	6"P320 STIKIT GOLD LRV PAINT BOOTH	1	\$88.66	88.66
37	E4880	DUPONT 14 OZ MIXING CUPS LRV PAINT BOOTH	2	\$42.71	85.42
38	923S	CORLAR 923S PRIMER SEALER ACTIVATOR	1	\$79.65	79.65
39	30669	P1000 TRIZACT HKIT FOAM LRV PAINT BOOTH	1	\$63.09	63.09
40	3MC06405	1/4"BLUE FINE LINE LRV PAINT BOOTH	7	\$10.03	70.21
41	3NA339	NASON 70 OZ MIXING CUPS LRV PAINT BOOTH	1	\$52.97	52.97
42	3MC33389	PURPLE ABRASIVE DISC LRV PAINT BOOTH	2	\$30.39	60.78
43	USC24030	DURAGLAS GAL.D-903 LRV PAINT BOOTH	1	\$69.34	69.34
44	3MC05752	QUICK RELEASE ADAPTOR LRV PAINT BOOTH	1	\$40.05	40.05
45	201G01	WASH N WAX 1 GAL LRV PAINT BOOTH	2	\$19.78	39.56
46	MOTSB1	SOFT SAND BLOCK LRV PAINT BOOTH	5	\$5.94	29.70
47	3MC01990	3X1/16X3/8 CUT-OFF LRV PAINT BOOTH	1	\$32.12	32.12
48	3MC05753	WOOL COMPOUNDING PAD LRV PAINT BOOTH	1	\$29.57	29.57
49	DYN378M	PAINT PADDLE LRV PAINT BOOTH	1	\$22.00	22.00
50	M01	10"BI-LEVEL TRUCK BRUSH LRV PAINT BOOTH	1	\$19.78	19.78
51	3MC26340	233+ TAPE 2"LRV PAINT BOOTH	2	\$7.34	14.68
52	HITMP375G6X	6"GREEN MASKING PAPER LRV PAINT BOOTH	2	\$7.87	15.74
53	G04BAG	#10 WIPES WHITE TOWEL LRV PAINT BOOTH	1	\$14.90	14.90
54	E4140	SONTARA FIRST TACK CLOTH LRV PAINT BOOTH	1	\$15.36	15.36
55	3MC08883	RUBBERIZED UNDERCOATING LRV PAINT BOOTH	1	\$12.21	12.21
56	FIV5981C	PAINTABLE UNDERCOAT LRV PAINT BOOTH	1	\$8.78	8.78
57	M15	INTERIOR SCRUB BRUSH LRV PAINT BOOTH	1	\$6.58	6.58
58	G25S	WAX N POLISH APPLICATOR LRV PAINT BOOTH	4	\$1.63	6.52
59	M16M	JUMBO DUST BRUSH LRV PAINT BOOTH	1	\$4.38	4.38
60	M20	6"DUAL END VENT BRUSH LRV PAINT BOOTH	1	\$3.28	3.28
61	M16S	VENT BRUSH SMALL LRV PAINT BOOTH	1	\$2.18	2.18
62	C03	32OZ HANDI HOLD BOTTLE LRV PAINT BOOTH	1	\$2.18	2.18
63	C01	12 OZ SQUEEZ BOTTLE LRV PAINT BOOTH	1	\$1.63	1.63
64	9AAF20252PP	FILTER 20X25X2,HEAT 2,PAINT BOOTH	1	\$106.54	106.54
65	DPMCP1Q	MIX CROMAX PRO LRV PAINT BOOTH	1	\$160.40	160.40
66	8989S	8989S ACCELERATOR LRV PAINT BOOTH	1	\$234.21	234.21
67	E4145	SONTARA POLISH&DETAIL CLOTH PAINT BOOTH	1	\$10.49	10.49
68	3MC01359	(125)6"P180 STIKIT GOLD FILM PAINT BOOTH	1	\$112.82	112.82
69	3MC06303	1/2"FINE LINE LRV PAINT BOOTH	1	\$18.24	18.24
70	3MC36061	EX RUBBING COMPOUND LRV PAINT BOOTH	1	\$128.27	128.27
71	DYN378D	PAINT PADDLE LRV PAINT BOOTH	1	\$39.10	39.10
72	G24	WAX APPLICATOR ROUND LRV PAINT BOOTH	1	\$2.07	2.07

Total Monthly Amount

13,084.53

MTS Doc No: L1531.0-20

**LRV ACCIDENT AND VANDALISM REPAIR SERVICES****TABLE 2 - MATERIALS/SUPPLIES & LABOR COST TOTALS****GUZMAN (BAFO COST)**

YEAR	DESCRIPTION	MONTHLY COST	ANNUAL TOTAL
Year 1	Materials & Supplies	\$13,084.53	\$157,014.36
Year 2	Materials & Supplies	\$14,000.44	\$168,005.28
Year 3	Materials & Supplies	\$14,980.47	\$179,765.64
Year 4	Materials & Supplies	\$16,029.10	\$192,349.20
Year 5	Materials & Supplies	\$17,151.13	\$205,813.56

**5 YEAR TOTAL MATERIALS & SUPPLIES****\$902,948.04**

LABOR COST (5 YEARS)			LABOR COST (5 YEARS)	
YEAR	DESCRIPTION	EST. ANNUAL HOURS	LABOR HOURLY RATE	ANNUAL TOTAL (HOURS X RATE)
Year 1	Regular Hours	28,500	\$77.00	\$2,194,500.00
Year 1	Overtime Hours	500	\$115.50	\$57,750.00
Year 2	Regular Hours	28,500	\$79.50	\$2,265,750.00
Year 2	Overtime Hours	500	\$119.25	\$59,625.00
Year 3	Regular Hours	28,500	\$84.50	\$2,408,250.00
Year 3	Overtime Hours	500	\$126.75	\$63,375.00
Year 4	Regular Hours	28,500	\$86.50	\$2,465,250.00
Year 4	Overtime Hours	500	\$129.50	\$64,750.00
Year 5	Regular Hours	28,500	\$89.50	\$2,550,750.00
Year 5	Overtime Hours	500	\$134.25	\$67,125.00
<b>5 YEAR TOTAL FOR LABOR</b>				<b>\$12,197,125.00</b>

TAX ON MATERIALS AND SUPPLIES

\$69,978.47

**OVERALL CONTRACT TOTAL: MATERIALS + LABOR****\$13,170,051.51**



1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490  
(619) 231-1466 • FAX (619) 234-3407

## Agenda Item No. 7

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 16, 2020

**Draft for  
Executive Committee  
Review Date: 4/2/20**

#### SUBJECT:

ARMORED TRANSPORT SERVICES – CONTRACT AMENDMENT

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute Amendment No. 3 to MTS Doc. No. G1497.3-13 (in substantially the same format as Attachment A) with Sectran Security, Inc., extending the contract to June 30, 2023, and increasing the contract amount by \$483,114.11 to \$1,456,721.21.

#### Budget Impact

The total value of this contract extension will not exceed \$483,114.11 as follows as reflected in the table below. The project will be funded from the operating budget cost centers: Transit Center 513010, San Diego Transit Corporation (SDTC) 611014, and San Diego Trolley Incorporated (SDTI) 620016:

Agency	Year 1	Year 2	Year 3	Total
Transit Store	\$2,299.70	\$2,368.69	\$2,439.75	\$7,108.14
SDTI	\$4,728.19	\$4,870.04	\$5,016.14	\$14,614.37
SDTC	\$149,274.19	\$153,752.42	\$158,364.99	\$461,391.60
Totals	\$156,302.08	\$160,991.15	\$165,820.88	\$483,114.11

#### DISCUSSION:

Sectran Security, Inc. has been providing armored transport services through a competitively awarded contract in 2013. Currently, the contract ends June 30, 2020.

Under the agreement, the Contractor provides the necessary labor, supplies and armored vehicles to transport coin and currency from the SDTC locations to the Contractor's secure processing facility for sorting, counting and deposit in to MTS bank



accounts. Additionally, the Contractor provides necessary labor, supplies and armored vehicles to transport coin and currency already sorted and counted by SDTI to the bank. Lastly, this agreement also includes the MTS Transit Store service, where the Contractor provides labor, supplies and armored vehicles to transport coin and currency from the bank vault to the Transit Store location.

At this time, there are significant changes to MTS operations that will occur over the next several years that will have unknown impacts on the expected coin and currency volumes for each of these operations.

The first change is a move towards a more cashless and account-based Next Generation Fare Collection system for the entire MTS system. The Next Generation Fare Collection system will impact on-board cash collecting equipment for buses, including a redesign of the existing cash farebox and onboard validation equipment for potentially less cash fares and reloads.

In addition, MTS will be opening the Mid-Coast Trolley Extension (including nine (9) new light rail stations between Old Town and University Town Center) with additional SDTI ticket vending machines that will accept cash for reloads. Together the Mid-Coast Trolley Extension and Next Generation Fare Collection system could have major impacts to cash collecting and processing practices for the three sectors covered in the Sectran Security, Inc. armored transport contract. The timing of these projects will prevent MTS from having sufficient data to accurately procure a new five-plus year contract at this time.

The contract was initially negotiated with a three percent increase per year. In negotiating with Sectran, MTS staff was able to secure the next three years of service at an increase of three percent per year. The three percent increases will compensate Sectran for the higher labor rates as compared to when the contract was executed in 2013, and other operational cost increases.

Therefore, staff recommends that the MTS Board of Directors authorize the CEO to execute Amendment No. 3 to MTS Doc. No. G1497.0-13 (in substantially the same format as Attachment A) with Sectran Security, Inc., extending the contract to June 30, 2023 and increasing the contract amount by \$483,114.11 to \$1,456,721.21.

/s/ Paul C. Jablonski  
Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft MTS Doc. No. G1497.3-13

April 16, 2020

MTS Doc. No. G1497.3-13

Rony Ghaby, Director of Operations  
Sectran Security, Inc.  
7633 Industry Avenue  
Pico Rivera, CA 90660

Dear Mr. Ghaby:

Subject: AMENDMENT NO. 3 TO MTS DOC. NO. G1497.0-13; ARMORED TRANSPORT SERVICES

This shall serve as Amendment No. 3 to our agreement for armored transport services as further described below.

#### SCOPE

Sectran Security, Inc., has continued to perform the contracted services successfully. There shall be no changes to the scope of work.

#### SCHEDULE

This contract shall be extended from July 1, 2020 through June 30, 2023.

#### PAYMENT

This contract amendment shall authorize additional costs not to exceed \$483,114.11. The total value of this contract including this amendment shall be in the amount of \$1,456,721.21.

Please sign and return the copy marked "original" to the Contracts Specialist at MTS. All other terms and conditions shall remain the same and in effect. Retain the other copy for your records.

Sincerely,

Agreed:

\_\_\_\_\_  
Paul C. Jablonski  
Chief Executive Officer

\_\_\_\_\_  
Rony Ghaby, Director of Operations  
Sectran Security, Inc.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Cc: K. Villa, A. Monreal, Procurement File





1255 Imperial Avenue, Suite 1000  
San Diego, CA 92101-7490  
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## Agenda Item No. 8

### MEETING OF THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM BOARD OF DIRECTORS

April 16, 2020

**Draft for  
Executive Committee  
Review Date: 4/2/20**

#### SUBJECT:

FIRST RESPONDER NETWORK AUTHORITY (FIRSTNET) SERVICES FOR FIVE (5)  
YEARS- CONTRACT AWARD

#### RECOMMENDATION:

That the San Diego Metropolitan Transit System (MTS) Board of Directors authorize the Chief Executive Officer (CEO) to execute MTS Doc. G2377.0-20, (in substantially the same format as Attachment A) with AT&T Corp. for FirstNet Services for five (5) years in the amount of \$2,264,288.80.

#### Budget Impact

The cost for five (5) year service for 920 FirstNet Sim units would not exceed \$2,264,288.80. Funding will be from Information Technology (MTS IT) operating budget account 661010-571250.

DESCRIPTION	AMOUNT
Private Mobile Connection: Custom APN Set-Up Charge (One time Fee)	\$500.00
Private Mobile Connection:100Mbps MPLS Interconnect Install (One-time Fee)	\$2,000.00
Private Mobile Connection: Monthly Interconnect Service Charge 60 Months	\$84,000.00
Service Surcharge Line Tax and Administrative Fee (\$3.24 cents per line, per month):	\$175,348.80
FirstNet Services for 902 Units for 5 Years \$400,488.00 per year (Inclusive of FirstNet Sims)	\$2,002,440.00
<b>GRAND TOTAL:</b>	<b>\$2,264,288.80</b>



## DISCUSSION:

MTS is currently upgrading mobile communications on the entire Bus fleet. This update includes installing cellular routers and establishing a private and secure network called FirstNet.

The FirstNet Services is a nationwide wireless broadband network for first responders being built and deployed through a first-of-its-kind public-private partnership between the federal government and AT&T. FirstNet offers public safety a communications network built and customized to meet their needs. As a member of FirstNet, MTS will have dedicated, reliable, and prioritized communications during any emergency situation such as earthquakes, fires, or blackouts.

The current Regional Transit Management System's (RTMS) transmission limits what data can be sent between the central servers and the buses. Establishing this FirstNet cellular network will provide faster communication with buses, enable more frequent tracking of vehicles, and provide for viewing of real-time video on connected vehicles. The INIT Fare System will also utilize this real time network as its communications backbone to process fare transactions in the cloud for the new account based fare system. This would vastly improve the customer experience by removing the delay customers face when validating products that were recently purchased online.

As this project is regional and managed by MTS, the FirstNet network cost includes service for both the MTS and North County Transit District (NCTD) bus fleets. NCTD will share these costs with MTS over the next 5 years.

In March 2017, FirstNet awarded a 25-year, \$6.5 billion contract solely to AT&T to build and maintain the nationwide network for public safety. FirstNet provided AT&T with 20 megahertz (MHz) of the broadband spectrum, which AT&T can monetize for public safety and non-public safety use.

MTS intends to utilize the State of Utah Agreement with the Contractor (AT&T Corp.) under the National Association of State Procurement Officers (NASPO) Value point Cooperative Purchasing Program effective December 6, 2019 for this procurement. The quote for stated pricing is based on Master Agreement No. MA149-1 with Participating Addendum for San Diego MTS Addendum which allows MTS to acquire FirstNet Service at a competitive rate.

A strategic procurement practice is to obtain better pricing through larger purchases of goods and services which is obtained through the use of cooperative purchases. This cooperative approach achieves cost-effectiveness and efficiency and takes advantage of volume pricing achieved through competition.

Therefore, the staff recommends that the MTS Board of Directors authorize the CEO to execute MTS Doc. G2377.0-20 (in substantially the same format as Attachment A) with AT&T Corp. for the First Net Services for a five (5) year base period in the amount of \$2,264,288.80.

/s/ Paul C. Jablonski

Paul C. Jablonski  
Chief Executive Officer

Key Staff Contact: Sharon Cooney, 619.557.4513, [Sharon.Cooney@sdmts.com](mailto:Sharon.Cooney@sdmts.com)

Attachment: A. Draft MTS Doc. No. G2377.0-20

**STANDARD SERVICES AGREEMENT  
FOR  
FIRSTNET SERVICES**

MTS DOC. No. G2377.0-20  
CONTRACT NUMBER

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, in the State of California by and between San Diego Metropolitan Transit System ("MTS"), a California public agency, and the following, hereinafter referred to as "Contractor":

Name: AT&T Corp. Address: 7337 Trade Street Suite 3100

Form of Business: Corporation San Diego, CA 92121

(Corporation, partnership, sole proprietor, etc.)

Telephone: (254) 316-4230 Email Address: \_\_\_\_\_

Authorized person to sign contracts: \_\_\_\_\_  
Name Title

**The attached Standard Conditions are part of this Agreement. The Contractor agrees to furnish to MTS services, as follows:**

Provide a First Responder Network Authority (FirstNet) Services piggybacked through the National Association of State Procurement Officers (NASPO) Value point Cooperative Purchasing Agreement MA149-1 and in accordance with the Change Order Request Schedule-Network Tracking ID: (attached as Exhibit A) and NASPO Value Point Master Agreement Terms and Conditions between AT&T Corp (attached as Exhibit B) and Signed MTS Forms- AT&T Corp.(attached as Exhibit C) .

The contract term is for up to five (5) years beginning May 1 2020 through April 30, 2025.

Payment terms shall be net 30 days from invoice date. The total cost of this contract shall not exceed \$2,264,288.80 without the express written consent of MTS.

**SAN DIEGO METROPOLITAN TRANSIT SYSTEM** **CONTRACTOR AUTHORIZATION**

By: \_\_\_\_\_ Firm: \_\_\_\_\_  
Chief Executive Officer

Approved as to form: \_\_\_\_\_  
Signature

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Office of General Counsel

( \_\_\_\_ total pages, each bearing contract number)

SA-SERVICES (REV 8/2/2018)

**From:** Vianney Ruvalcaba [vruvalcaba@cityheightscdc.org](mailto:vruvalcaba@cityheightscdc.org)  
**Subject:** Public Comments for Executive Committee  
**Date:** Apr 1, 2020 at 5:15:31 PM  
**To:** Julia Tuer [julia.tuer@sdmts.com](mailto:julia.tuer@sdmts.com)

---

Hi Julia,

My name is Vianney Ruvalcaba and I'd like to submit the following comment for the MTS Executive Committee meeting tomorrow:

On behalf of the City Heights Community Development Corporation, I'd like to thank MTS for your leadership in protecting the health and safety of riders and drivers during this international public health emergency.

As service providers and Transportation Justice advocates serving vulnerable populations and many essential workers, we urge MTS to suspend all fares and allow rear door boarding for essential workers and essential trips during the state Shelter in Place directive. We believe that suspending fare collection and rear door boarding will minimize driver-rider contact and protect the health and safety of drivers and riders. This policy would also alleviate some of the financial burden that essential workers at the frontlines of this pandemic are currently experiencing.

Please consider the health and well-being of riders and drivers by suspending fares and allowing rear door boarding during the state Shelter in Place directive.

Thank you,

**Vianney A. Ruvalcaba**

**(She/Her/Hers)**

Transportation & Planning Coordinator. Hablo español

City Heights Community Development Corporation

4001 El Cajon Blvd., Suite 205, San Diego, [CA 92105](#)

Main Line: [619.584.1535](tel:619.584.1535)

Direct Line: [619.961.1055](tel:619.961.1055)

[www.cityheightscdc.org](http://www.cityheightscdc.org)



*Working to improve the quality of life and economic wellbeing of people who live and work in City Heights*

**[Donate here, support CHCDC today!](#)**

**P Please consider the environment before printing this email**

**Julia Tuer**

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**From:** Rosa Olascoaga <rolas@midcitycan.org>  
**Sent:** Thursday, April 2, 2020 8:41 AM  
**To:** Julia Tuer  
**Subject:** Public Comment for Executive Committee

Hi Julia,

Hope this emails finds you well. My name is Rosa Olascoaga Vidal and I am submitting this public comment for today's executive committee. My apologies for submitting my public comment now, hopefully it can still be submitted into the record. Below is my public comment:

Good Morning my name is Rosa Olascoaga Vidal the transportation justice community organizer with Mid-City CAN.

Thank you MTS staff and board members for taking the necessary steps in protecting riders and drivers during this health crisis. Last week, Mid-City CAN along with different partner organizations submitted a letter to MTS to encourage rear door boarding and fare suspension during this COVID-19 time. I strongly encourage MTS to take these necessary actions to protect the health of our essential workers. By suspending fares and allowing rear door boarding you are prioritizing the health of our communities. This ask for rear door boarding and suspension of fares is not new and is being practiced in other cities in the United States. Please consider our asks and take these necessary steps. Thank you.

Best,  
Rosa Olascoaga Vidal  
Community Organizer  
Mid-City CAN  
Rolas@midcitycan.org